



PAUL HIGA
CHIEF PROBATION OFFICER

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
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October 27, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND CAPITA
TECHNOLOGIES, INC. FOR A PROBATION CASE MANAGEMENT SYSTEM AND
SERVICES**

(3 VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Chief Probation Officer to finalize and execute a sole source contract with Capita Technologies, Inc., (Capita) substantially similar in form to the attached contract (Attachment I), for an estimated 18-month period for the development of a web-based Probation Case Management System (PCMS) and services, including interfaces, data conversion, training, other professional services, and a one-year option for maintenance and support, commencing December 1, 2005 with a total maximum County obligation of \$4,159,219 fully funded by net County cost (NCC). Funding for this Agreement is included in the FY 2005-06 Budget.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to obtain Board approval of a contract with Capita on a sole source basis for the development of a web-based PCMS and services, including interfaces, data conversion, training, other professional services, and a one-year option for maintenance and support. Probation has developed a plan to build an integrated information systems environment to streamline its systems and improve information sharing and management. The core objective of this plan is to provide accurate, timely and complete information to Probation staff on a single system.

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In addition, one of the major components of this initiative is the integration of needs and risks assessment and automated case planning into our information systems architecture. The plan is implemented in three phases to minimize risk and maximize the return on the significant investment.

The first component provides an enterprise-wide registry of individuals and the development of juvenile institutions functionality, comprised of juvenile halls and camps. This component was completed by Capita via an existing Information Technology Support Services Master Agreement (ITSSMA) contract.

The second component is part of the proposed sole source contract that includes the development of juvenile field functionality. We anticipate implementing the new juvenile system (first and second components) by February 2007.

The third component will provide functionality for adult probation and pretrial operations. Probation will explore feasible options to contract out these services.

Capita will provide the required services under the proposed 18-month contract effective December 1, 2005. The cost of the contract will be \$2,966,016 for development and installation, \$600,000 for a one-year option of maintenance and support to commence upon completion of the 3-month warranty period at the County's sole discretion, and \$593,203 in pool dollars for a total of \$4,159,219 fully funded by NCC. Pool dollars are monies set aside for future customizations that may become necessary. Approval of the proposed contract will enable the Probation Department to continue the system interfaces, data conversion development and programming services for the web-based PCMS.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan Goal #3, Organizational Effectiveness: Ensure that service delivery systems are efficient, effective and goal-oriented, and Goal #4, Fiscal Responsibility: Strengthen the County's fiscal capacity.

FINANCIAL IMPACT/FINANCING:

The total maximum County obligation is \$4,159,219 and fully funded by NCC. Funding for this contract is included in the Department's FY 2005-06 Adopted Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

This is a Non-Prop A contract. Consequently, there are no departmental employee relations issues and will not result in a reduction of County services. The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

The County Counsel responsible for reviewing information technology (IT) contracts participated in the development, negotiation, and review of the final contract. As such, standard terms and conditions relevant to IT agreements are included in the attached contract. County Counsel has approved the contract as to form.

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The County's Chief Information Officer has reviewed the proposed contract and supports the contract award recommendation as indicated on the attached analysis (Attachment II). In compliance with the Chief Information Officer's guidelines, Probation will utilize the Information Technology Tracking System (ITTS) to monitor the project status and contractor's performance.

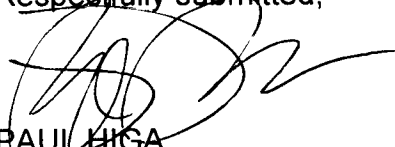
CONTRACTING PROCESS:

As indicated above, services under the proposed contract are a continuation of services recently provided by Capita under an ITSSMA contract. The contract is recommended on a sole source basis due to cost and time considerations. A final contract will be executed following Board approval and contingent on a review and findings on Capita's ability to self-insure for intellectual property liability coverage.

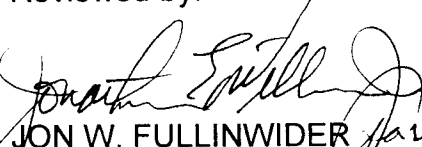
IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will enable Probation's continued implementation of the long-range objective to enhance its ability to better manage all aspects of PCMS.

Respectfully submitted,


PAUL HIGA
Chief Probation Officer

Reviewed by:


JON W. FULLINWIDER
Chief Information Office

PH:mc

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Attachments (2)

c: Chief Administrative Officer
County Counsel



AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

CAPITA TECHNOLOGIES, INC.

FOR PROVISION OF A

PROBATION CASE MANAGEMENT SYSTEM

November 2005

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
CAPITA TECHNOLOGIES, INC.
FOR THE PROVISION OF A
PROBATION CASE MANAGEMENT SYSTEM**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the County of Los Angeles (hereinafter "County") and Capita Technologies, Inc., a Delaware corporation (hereinafter "Contractor").

RECITALS

WHEREAS, County's Probation Department has a need for development of a web-based Probation Case Management System (hereinafter "PCMS"), including system interfaces, data conversion, training, maintenance, support and other professional services; and

WHEREAS, County is authorized to contract with private businesses for such system and services if certain requirements are met pursuant to Los Angeles County Code Chapters 44.7 and 2.121; and

WHEREAS, Contractor is engaged in the business of developing custom applications and providing support therefor; and

WHEREAS, Contractor is duly qualified to engage in the business of providing the required system and services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such system and services; and

WHEREAS, based on competitive negotiations under Los Angeles County Code Chapter 2.121, Contractor was selected under the Information Technology Support Services Master Agreement (hereinafter "ITSSMA") Work Order for a design component of the PCMS; and

WHEREAS, County's Board of Supervisors determined that it is cost effective to contract for the system and services contemplated by this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, County and Contractor agree as follows:

1. **APPLICABLE DOCUMENTS AND DEFINITIONS**

1.1 **Interpretation**

The provisions of this document, along with Exhibits A, B, C, D, E, F, G, H, I and J, all attached hereto, described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the

"Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between the body of this Agreement and the Exhibits or between the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of the Agreement, and then to the Exhibits according to the following descending priority:

Exhibit A – Statement of Work

- Attachment A.1 – Functional Requirements
- Attachment A.2 – Baseline Application Software
- Attachment A.3 – System Compatibility
- Attachment A.4 – Application Training
- Attachment A.5 – Other Professional Services

Exhibit B – Schedule of Payments

- Schedule B.1 – Maintenance and Support Schedule

Exhibit C – Project Schedule

Exhibit D – Maintenance and Support Services

- Schedule D.1 – Incident Tracking
- Schedule D.2 – System Performance Requirements
- Schedule D.3 – Correction of Deficiencies

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Exhibit F – Contractor's EEO Certification

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Exhibit H – Confidentiality of CORI Information

Exhibit I – Business Associate Protected Health Information Disclosure Agreement (Business Associate Agreement)

Exhibit J – Safely Surrendered Baby Law

1.2 Entire Agreement

The body of this Agreement, together with the Recitals and all Exhibits, Attachments and Schedules, as further defined in Paragraph 1.1 (Interpretation) above, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, any and all agreements between the parties, including any ITSSMA agreements, now in effect shall remain in full force and effect until such time as terminated by County pursuant thereto or specifically incorporated into or superseded by this Agreement in accordance with the terms hereunder.

1.3 Definitions

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, shall have the meanings set forth below when used in this Agreement, throughout and hereafter.

Acceptance

As used herein, the term "Acceptance" shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other work provided by Contractor to County pursuant to this Agreement.

Acceptance Period

As used herein, the term "Acceptance Period" shall mean the period from County's approval in accordance with the terms of this Agreement of Deliverable 9.6 (Group II Interfaces) of Exhibit A (Statement of Work) through Go-Live.

Acceptance Test(s)

As used herein, the term "Acceptance Test(s)", whether singular or plural, shall mean any or all of the tests conducted in accordance with Task 10 (Acceptance Testing) of Exhibit A (Statement of Work), including System Test, User Test and Final Acceptance Test, as defined in Paragraph 12.2 (Acceptance Tests).

Additional Training

As used herein, the term "Additional Training" shall mean the training described in Section II (Additional Training) of Attachment A.5 (Other Professional Services), to be provided by Contractor pursuant to Subtask 13.2 (Additional Training) of Exhibit A (Statement of Work) and Paragraph 5.1.5 (Other Professional Services).

Application Software

As used herein, the term "Application Software" shall mean all Baseline Application Software, Customizations accepted and approved by County and Updates, and related Documentation, provided by Contractor pursuant to this Agreement. Reference to Application Software may include one or more components or modules thereof or all Application Software in the System.

Application Training

As used herein, the term "Application Training" shall mean the training described in Attachment A.4 (Application Training), including train-the-trainers and/or technical training, to be provided by Contractor pursuant to Task 11 (Application Training) of Exhibit A (Statement of Work) and Paragraph 5.1.3 (Application Training).

Baseline Application Software

As used herein, the term "Baseline Application Software" shall mean Baseline Software, Current Interfaces and Data Conversions, and related Documentation, provided by Contractor pursuant to this Agreement and identified in Attachment A.2 (Baseline Application Software) in order to meet the Functional Requirements.

Reference to Baseline Application Software may include one or more components or modules thereof or all Baseline Application Software in the System.

Baseline Software

As used herein, the term "Baseline Software" shall mean the software, including, but not limited to, all source code, object code and related Documentation, provided by Contractor pursuant to this Agreement as part of the Baseline Application Software and identified in Section I (Baseline Software) of Attachment A.2 (Baseline Application Software). Reference to Baseline Software may include one or more components or modules thereof or all Baseline Software in the System.

Board of Supervisors

As used herein, the term "Board of Supervisors" shall mean County's Board of Supervisors, which is the governing body of County.

Business Associate

As used herein, the term "Business Associate" shall have the meaning set forth in the Business Associate Agreement.

Business Associate Agreement

As used herein, the term "Business Associate Agreement" shall mean Exhibit I (Business Associate Protected Health Information Disclosure Agreement).

Business Day(s)

As used herein, the term "Business Day(s)", whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.

Component(s)

As used herein, the term "Component(s)" shall mean, individually and collectively, each and every component of the System, including System Software and System Hardware.

Contract Sum

As used herein, the term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

Contractor's Project Director

As used herein, the term "Contractor's Project Director" shall have the meaning set forth in Paragraph 3.1 (Contractor's Project Director).

Contractor's Project Manager

As used herein, the term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 3.2 (Contractor's Project Manager).

Corrective Maintenance

As used herein, the term "Corrective Maintenance" shall have the meaning set forth in Section II.C (Corrective Maintenance) of Exhibit D (Maintenance and Support Services).

Cost of Living Adjustment (COLA)

As used herein, the terms "Cost of Living Adjustment" and "COLA" shall have the meaning set forth in Paragraph 8.7 (Cost of Living Adjustment (COLA)).

County

As used herein, the term "County" shall mean the County of Los Angeles, California.

County's Contract Administrator

As used herein, the term "County's Contract Administrator" shall have the meaning set forth in Paragraph 2.2 (County's Contract Administrator).

County's Project Director

As used herein, the term "County's Project Director" shall have the meaning set forth in Paragraph 2.1 (County's Project Director).

County's Project Manager

As used herein, the term "County's Project Manager" shall have the meaning set forth in Paragraph 2.3 (County's Project Manager).

Current Interfaces

As used herein, the term "Current Interfaces" shall mean Interfaces provided by Contractor pursuant to this Agreement and identified in Section II (Current Interfaces) of Attachment A.2 (Baseline Application Software) in order to meet the Functional Requirements. Reference to Current Interfaces may include one or more components or modules thereof of all Current Interfaces in the System.

Custom Programming Modification(s); CPM(s)

As used herein, the terms "Custom Programming Modification(s)" and "CPM(s)", whether singular or plural, shall mean those software modifications, including, but not limited to, source code, object code and related Documentation, which County may request, and which Contractor shall provide, in accordance with Paragraphs 5.1.5 (Other Professional Services) and 8.5 (Other Professional Services) and Subtask 13.1 (Customizations) of Exhibit A (Statement of Work) and which are identified in Section I.A (Custom Programming Modifications) of Attachment A.5 (Other Professional Services). Reference to Custom Programming Modifications may include one or more components or modules thereof or all Custom Programming Modifications in the System.

Customizations

As used herein, the term "Customizations" shall mean Custom Programming Modifications and Future Interfaces provided by Contractor in accordance with this Agreement and identified in Section I (Customizations) of Attachment A.5 (Other Professional Services). Once accepted and approved by County, Customization shall become part of, and be deemed, Application Software for the purpose of this Agreement. Reference to Customizations may include one or more components or modules thereof or all Customizations in the System.

Data Conversion(s)

As used herein, the term "Data Conversion(s)", whether singular or plural, shall mean the software for conversion of County's data, including, but not limited to, source code, object code and related Documentation, provided by Contractor pursuant to this Agreement and Subtask 6.2 (Develop Data Conversion and Interface Programs) of Exhibit A (Statement of Work) and identified in Section III (Data Conversions) of Attachment A.2 (Baseline Application Software) in order to meet the Functional Requirements. Reference to Data Conversions may include one or more components or modules thereof or all Data Conversions in the System.

Day(s)

As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s) and not business day(s) unless otherwise expressly specified.

Deficiency; Deficiencies

As used herein, the term "Deficiency(ies)", whether singular or plural, shall mean and include, as applicable, any malfunction, error or defect in the design, development, implementation, materials and/or workmanship; any failure to meet or comply with, or deviation from, Functional Requirements or Specifications, mutually agreed upon standards, industry standards or any other representations or warranties by Contractor under this Agreement regarding Application Software, services or any other work provided by Contractor hereunder (other than a defect, error, non-compliance or deviation caused by actions of County, including County modification of Source Code), which results in the Application Software, in whole or in part, not performing

in accordance with the Specifications or Documentation. The term Deficiency shall not apply to defects, errors, omissions or deviations in the Third Party Software. Any disputes with respect to Deficiencies shall be resolved in accordance with the Dispute Resolution Procedure.

Deliverable(s); deliverable(s)

As used herein, the terms "Deliverable(s)" and "deliverable(s)", whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Agreement, including numbered Deliverable(s) in Exhibit A (Statement of Work).

Department

As used herein, the term "Department" shall mean County's Probation Department.

Development Period

As used herein, the term "Development Period" shall mean the period of Contractor's development of Baseline Application Software through County's approval in accordance with the terms of this Agreement of Deliverable 9.6 (Group II Interfaces) of Exhibit A (Statement of Work).

Director

As used herein, the term "Director" shall mean the Director of County's Probation Department.

Dispute Resolution Procedure

As used herein, the term "Dispute Resolution Procedure" shall mean the provisions of Paragraph 54 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

Documentation

As used herein, the term "Documentation" shall mean any and all written and electronic materials, including, but not limited to, training course materials, Specifications, customer technical manuals, customer handbooks, customer flow charts, customer technical information, customer reference materials, customer user manuals, customer operating manuals, quick-reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the System, including Application Software, and/or applicable Application Software Components available or provided by Contractor hereunder.

Downtime

As used herein, the term "Downtime" shall mean the period of time during which there is a Severity Level I or Severity Level II Deficiency, as further defined in Section III (Downtime Credits) of Exhibit D (Maintenance and Support Services).

Downtime Credits

As used herein, the term "Downtime Credit(s)", whether singular or plural, shall have the meaning set forth in Paragraph 5.1.4.3 (Downtime Credits) and Section III (Downtime Credits) of Exhibit D (Maintenance and Support Services).

Effective Date

As used herein, the term "Effective Date" shall mean the date of execution of this Agreement by County's Board of Supervisors or the Department's subsequent issuance of a Notice to Proceed, as determined by the Department in its sole discretion.

Final Acceptance

As used herein, the term "Final Acceptance" shall mean County's written approval in accordance with the terms of this Agreement of Deliverable 10.3 (Final Acceptance Test) of Exhibit A (Statement of Work).

Final Acceptance Period

As used herein, the term "Final Acceptance Period" shall mean the period from Go-Live through Final Acceptance.

Fixed Hourly Rate

As used herein, the term "Fixed Hourly Rate" shall mean the hourly rate for Customizations, specified in Section III (Customizations) of Exhibit B (Schedule of Payments), at which Contractor shall provide Custom Programming Modifications and Future Interfaces pursuant to Subtask 13 (Customizations) of Exhibit A (Statement of Work), as provided in Paragraph 8.5 (Other Professional Services).

Functional Requirements

As used herein, the terms "Functional Requirements" shall mean the software requirements of the PCMS identified in Attachment A.1 (Functional Requirements).

Future Interfaces

As used herein, the term "Future Interfaces" shall mean Interfaces, which County may request, and which Contractor shall provide, in accordance with Paragraphs 5.1.5 (Other Professional Services) and 8.5 (Other Professional Services) and Subtask 13.1 (Customizations) of Exhibit A (Statement of Work) and which are identified in Section I.B (Future Interfaces) of Attachment A.5 (Other Professional Services).

Reference to the Future Interfaces may include one or more components thereof or all Future Interfaces in the System.

Go-Live

As used herein, the term "Go-Live" shall mean County's written approval in accordance with the terms of this Agreement of Deliverable 10.2 (User Test) of Exhibit A (Statement of Work).

Help Desk

As used herein, the term "Help Desk" shall have the meaning set forth in Section I (Introduction) of Exhibit D (Maintenance and Support Services).

HIPAA

As used herein, the term "HIPAA" shall mean Health Insurance Portability and Accountability Act, as further defined in the Business Associate Agreement, which mandates the safeguarding of personal and confidential medical information.

Incident Tracking System; ITS

As used herein, the terms "Incident Tracking System" and "ITS" shall mean Contractor's system for reporting, tracking and monitoring System problems reported by County, as described in Section II.A.7 of Exhibit D (Maintenance and Support Services) and Schedule D.1 (Incident Tracking System).

Interfaces

As used herein, the term "Interfaces" shall mean the set of software mechanisms, consisting of Current Interfaces and Future Interfaces provided by Contractor under this Agreement, which allow the transfer of electronic data and/or software commands between computer systems, applications or modules, including, but not limited to, source code, object code and related Documentation. Reference to the Interfaces may include one or more components thereof or all Interfaces in the System.

Key Deliverable

As used herein, the term "Key Deliverable" shall mean a Deliverable associated with a Milestone, as defined in Paragraph 8.2 (Credits to County).

License

As used herein, the term "License" shall have the meaning set forth in Paragraph 11.2 (License).

Maintenance and Support

As used herein, the term "Maintenance and Support" shall mean Maintenance Services and Support Services identified in Exhibit D (Maintenance and Support Services), with all Schedules thereto, and provided by Contractor in accordance with Task 12 (Maintenance and Support) of Exhibit A (Statement of Work) and Paragraph 5.1.4 (Maintenance and Support).

Maintenance Fee(s)

As used herein, the term "Maintenance Fee(s)", whether singular or plural, shall mean fees for Maintenance and Support services specified in Schedule B.1 (Maintenance and Support Schedule).

Maintenance Services

As used herein, the term "Maintenance Services" shall have the meaning set forth in Section I (Introduction) of Exhibit D (Maintenance and Support Services) and shall comprise Maintenance and Support provided by Contractor under this Agreement.

Milestone

As used herein, the term "Milestone" shall have the meaning set forth in Paragraph 6.2 (Milestones).

Other Professional Services

As used herein, the term "Other Professional Services" shall mean post-Final Acceptance services, including Customizations and Additional Training identified in Sections I (Customizations) and II (Additional Training) of Attachment A.5 (Other Professional Services) respectively, to be provided by Contractor pursuant to Subtasks 13.1 (Customizations) and 13.2 (Additional Training) of Exhibit A (Statement of Work) respectively and Paragraph 5.1.5 (Other Professional Services).

Per-Session Rate

As used herein, the term "Per-Session Rate" shall mean the Training session rate for Additional Training, specified in Section III.B (Additional Training) of Exhibit B (Schedule of Payments), pursuant to Subtask 13.2 (Additional Training) of Exhibit A (Statement of Work), as provided in Paragraph 8.5 (Other Professional Services).

Preventive Maintenance

As used herein, the term "Preventive Maintenance" shall have the meaning set forth in Section II.B (Preventive Maintenance) of Exhibit D (Maintenance and Support Services).

Probation Case Management System; PCMS

As used herein, the terms "Probation Case Management System" and "PCMS", whether singular or plural, shall have the same meaning as "System" defined in this Paragraph 1.3 below.

Production Use

As used herein, the term "Production Use" shall mean the actual use of the System for performance of County's normal business operations commencing at Go-Live.

Project Control Document

As used herein, the term "Project Control Document" shall mean a document delivered to County pursuant to Subtask 1.1 (Develop and Present Project Control Document) of Exhibit A (Statement of Work).

Project Schedule

As used herein, the term "Project Schedule" shall mean the project schedule for the implementation of the PCMS identified as Exhibit C (Project Schedule) and completion of any and all other Tasks, Subtasks and Deliverables under this Agreement.

Resolution Time

As used herein, the term "Resolution Time" shall mean the maximum time allowed for correction of Deficiencies by Contractor as set forth in Section I (Problem Correction Priority) of Schedule D.3 (Correction of Deficiencies).

Response Time

As used herein, the term "Response Time" shall have the meaning set forth in Paragraph 10.10 (Response Time Warranty), Section IV (Response Time Warranty) of Exhibit D (Maintenance and Support Services) and Schedule D.2 (System Performance Requirements).

Response Time Warranty

As used herein, the term "Response Time Warranty" shall have the meaning set forth in Paragraph 10.10 (Response Time Warranty) and Section IV (Response Time Warranty) of Exhibit D (Maintenance and Support Services).

Schedule of Payments

As used herein, the term "Schedule of Payments" shall mean prices for Deliverables, rates and fees identified as Exhibit B (Schedule of Payments) with all Schedules thereto.

Severity Level(s)

As used herein, the term "Severity Level(s)", whether singular or plural, shall mean identified Severity Levels I, II and III for correction of Deficiencies starting from Go-Live, as defined in Section I (Problem Correction Priority) of Schedule D.3 (Correction of Deficiencies).

Source Code

As used herein, the term "Source Code" shall mean the source code for System Software, to the extent available, developed for or licensed to County under this Agreement by Contractor, Updates and Customizations, together with all Documentation and other proprietary information related to such source code. Contractor shall make available to County, subject to the provisions of Paragraph 11.3 (Source Code Escrow), all Source Code for the Application Software, including Updates and Customizations.

Specifications

As used herein, the term "Specifications" shall mean any or all of the following, as applicable:

1. All specifications, requirements and standards set forth in Attachment A.1 (Functional Requirements) and all reports specifications included as Deliverables in Exhibit A (Statement of Work).
2. All System performance requirements and standards set forth in this Agreement, including, but not limited to, Response Time and System Performance Requirements identified in Schedule D.2 (System Performance Requirements).
3. The Documentation, to the extent not inconsistent with any of the foregoing in this Paragraph.
4. All specifications identified as such by Contractor, including, but not limited to, all System Design Reports, Project Control Document and Design Documents for Customizations, provided under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
5. All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, but only to the extent (i) not inconsistent with any of the foregoing in this Paragraph and (ii) acceptable to County in its sole discretion, which pertain to any element of the System and which outline, describe or specify: (a) functionality, (b) features, (c) capacity, (d) availability, (e) response times, (f) accuracy or (g) any other performance or other criteria for the System or any element of the System or any System Component.

State

As used herein, the term "State" shall mean the State of California.

Statement of Work

As used herein, the term "Statement of Work" shall mean the work provided by Contractor pursuant to this Agreement identified in terms of Tasks, Subtasks and Deliverables in Exhibit A (Statement of Work) with all Attachments thereto.

Statutory Changes

As used herein, the term "Statutory Changes" shall mean changes to the Application Software mandated by changes to the current Federal, State or local statutes or by County Code. Statutory Changes up to eighty (80) hours per optional Maintenance and Support year are deemed Updates and shall be provided by Contractor as part of Maintenance and Support services under the Agreement.

Support Hours

As used herein, the term "Support Hours" shall mean twenty-four (24) hours a day, seven (7) days a week, including County observed holidays.

Support Services

As used herein, the term "Support Services" shall have the meaning set forth in Section I (Introduction) of Exhibit D (Maintenance and Support Services) and shall comprise Maintenance and Support provided by Contractor under this Agreement.

System

As used herein, the term "System" shall mean all System Hardware, System Software and services described in this Agreement and as otherwise agreed to by County and Contractor, collectively comprising the Probation Case Management System. Reference to the System may include one or more components or modules thereof or the entire System.

System Hardware

As used herein, the term "System Hardware" shall mean the hardware provided by County in accordance with Contractor's specifications set forth in Section I (System Hardware) of Attachment A.3 (System Compatibility) for meeting the System Performance Requirements. Reference to the System Hardware may include one or more components thereof or all System Hardware in the System.

System Performance Requirements

As used herein, the term "System Performance Requirements" shall mean the hardware performance requirements, including Response Time, of the PCMS identified in Schedule D.2 (System Performance Requirements).

System Software

As used herein, the term "System Software" shall mean the software, including but not limited to available source code, object code and related Documentation, provided under this Agreement by Contractor or by County in accordance with Contractor's specifications, which shall consist of Application Software and Third Party Software. Reference to the System Software may include one or more components or modules thereof or all System Software in the System.

System Test

As used herein, the term "System Test" shall mean the Acceptance Test conducted in accordance with Subtask 10.1 (Conduct System Test) of Exhibit A (Statement of Work), as described in Paragraph 12.2.1.4 (System Test).

Task; task; Subtask; subtask

As used herein, the terms "Task", "task", "Subtask" and "subtask" shall mean one of the areas of work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

Third Party Software

As used herein, the term "Third Party Software" shall mean the third party software, including operating system software, provided by County as part of the System Software in accordance with Contractor's specifications set forth in Section II (Third Party Software) of Attachment A.3 (System Compatibility). Reference to Third Party Software may include one or more components or modules thereof or all Third Party Software in the System.

Training

As used herein, the term "Training" shall mean System Software training provided by Contractor pursuant to this Agreement, including Application Training and Additional Training.

Update(s)

As used herein, the term "Update(s)", whether singular or plural, shall mean any additions to and/or replacements to Application Software, or any Components thereof, available or made subsequent to the Final Acceptance in accordance with Exhibit A (Statement of Work), and shall include enhancements, Statutory Changes up to eighty (80) hours per optional Maintenance and Support year, version releases, upgrades, updates, revisions, improvements, bug fixes, patches, Deficiency

corrections and modifications, other than Customizations, to the Application Software whether required for the System Software to remain in compliance with applicable Federal or State and local laws and regulations or otherwise. Reference to Updates may include one or more components or modules thereof or all Updates in the System.

User(s)

As used herein, the term "User(s)", whether singular or plural, shall mean any person or entity authorized by County to access or use the System pursuant to this Agreement.

User Test

As used herein, the term "User Test" shall mean the Acceptance Test conducted in accordance with Subtask 10.2 (Conduct User Test) of Exhibit A (Statement of Work), as described in Paragraph 12.2.1.4 (System Test).

Warranty Period

As used herein, the term "Warranty Period" shall have the meaning set forth in Paragraph 10.1 (System Software Warranty).

Working Day(s)

As used herein, the term "Working Day(s)", whether singular or plural, shall mean twenty-four (24) hours a day, seven (7) days a week, including County observed holidays, unless stated otherwise.

2. ADMINISTRATION OF AGREEMENT - COUNTY

2.1 County's Project Director

- 2.1.1 County's Project Director for this Agreement shall be the following person or his/her designee, unless otherwise specified:

[Insert name and address]

- 2.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

- 2.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

- 2.1.4 County's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.1.5 County's Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods including System Software, services or any other work provided by or on behalf of Contractor.

2.2 County's Contract Administrator

2.2.1 County's Contract Administrator for this Agreement shall be the following person or his/her designee:

[Insert name and address]

2.2.2 County will notify Contractor in writing of any change in the name or address of County's Contract Administrator.

2.2.3 County's Contract Administrator will provide direction to Contractor in the areas relating to County policy, information requirements and procedural requirements.

2.2.4 County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.2.5 County's Contract Administrator will interface with Contractor's Project Manager on a regular basis.

2.2.6 County's Contract Administrator will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods including System Software, services or any other work provided by or on behalf of Contractor.

2.3 County's Project Manager

2.3.1 County's Project Manager be the following person or his/her designee:

[Insert name and address]

2.3.2 County will notify Contractor in writing of any change in the name or address of County's Project Manager.

2.3.3 County's Project Manager will be responsible for ensuring that the technical standards and requirements of this Agreement are met.

2.3.4 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.3.5 County's Project Manager will advise County's Project Director as to Contractor's performance with respect to requirements and technical standards.

2.3.6 County's Project Manager will interface with Contractor's Project Manager on a regular basis.

2.4 County Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

2.5 Approval of Work

All Tasks, Subtasks, Deliverables, goods, services and other work provided by Contractor under this Agreement must have the written approval of County's Project Director. In no event shall County be liable or responsible for any payment prior to such written approval. County shall use best efforts to provide approval or disapproval of work hereunder within thirty (30) days of its submission by Contractor to County. Unless specified otherwise herein, In event County does not approve the work, County will, within thirty (30) days from submission of the work by Contractor, submit a list of problems causing it not to render its approval. Contractor shall, within thirty (30) of County's submission of the problem list, cure the problems causing County to disapprove Contractor's work.

Notwithstanding the foregoing, the timelines for County's approval of Contractor's work and Contractor's curing of the problems shall not revise the dates for completion of Tasks, Subtasks and Deliverables set forth in the Project Schedule.

3. ADMINISTRATION OF AGREEMENT - CONTRACTOR

3.1 Contractor's Project Director

3.1 Contractor's Project Director shall be the following person who shall be a full-time employee of Contractor:

Charles S. Granville
Executive Vice President
17600 Gillette
Irvine, CA 92614
Phone: 949-260-3040
Fax: 949-851-9875
cgranville@capita.com

3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all its tasks and subtasks and ensuring Contractor's compliance with this Agreement.

3.1.3 Contractor's Project Director shall meet and confer with County's Project Director on a regular basis, at least monthly, to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Director.

3.2 Contractor's Project Manager

3.2.1 Contractor's Project Manager shall be the following person who shall be a full-time employee of Contractor:

Imelda Ford
Vice President of Operations and Information Technology
17600 Gillette
Irvine, CA 92614
Phone: 949-260-3009
Fax: 949-851-9875
iford@capita.com

3.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.4 (Reports by Contractor).

3.2.3 Contractor's Project Manager shall interface with County's Contract Administrator and County's Project Manager on a regular basis and shall be available during the Business Days between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, for telephone contact and to meet with the Department personnel regarding the operation of this Agreement.

3.3 Approval of Contractor's Staff

3.3.1 County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff, including, but not limited to, Contractor's Project Director and Contractor's Project Manager, prior to and during their performance of any work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such staff. County's Project Director may require replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's Project Director and Contractor's Project Manager. Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Project Director and Contractor's Project Manager, and proposed substitute and an opportunity to interview such person prior to his/her performance of any work hereunder.

3.3.2 In addition, Contractor represents and warrants that it shall use reasonable commercial efforts to ensure continuity over time of the membership of the group constituting Contractor's staff, including, but not limited to, Contractor's Project Director and Contractor's Project Manager. Contractor shall promptly fill any staff

vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

3.3.3 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3.4 In the event Contractor should ever need to remove any staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

3.3.5 Background and Security Investigations

At any time prior to or during the term of this Agreement, County may require that all Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition to beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, whether or not Contractor's staff passes or fails the background clearance investigation.

3.4 Reports by Contractor

In order to control expenditures and to ensure the reporting of all goods, services, and other work provided by Contractor, Contractor shall provide to County's Contract Administrator, with a copy to County's Project Manager, written weekly and/or monthly reports which shall include, at a minimum, the following information:

1. Period covered by the report;
2. Overview of the reporting period;
3. Tasks, subtasks, deliverables, goods, services and other work scheduled for the reporting period which were completed;
4. Tasks, subtasks, deliverables, goods, services and other work scheduled the reporting period which were not completed;
5. Tasks, subtasks, deliverables, goods, services and other work not scheduled for but completed in the reporting period.
6. Tasks, subtasks, deliverables, goods, services and other work scheduled to be completed in the next reporting period;
7. Issues resolved;
8. Issues to be resolved;
9. Summary of project status as of reporting date;
10. Updated milestone chart;
11. Any other information which County may from time-to-time require.

4. CHANGE NOTICES AND AMENDMENTS

- 4.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4.
- 4.2 County reserves the right to change any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 4.
- 4.3 For any change requested by County which does not affect the scope of work, term, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by County's Project Director and Contractor's Project Director.
- 4.4 Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's Board of Supervisor's and Contractor's authorized representative.
- 4.5 County and Contractor have agreed upon a Project Schedule for the work described in Exhibit A (Statement of Work), attached as Exhibit C (Project Schedule). Notwithstanding any other provision of this Paragraph 4, changes to the Project Schedule shall be made only upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.4 above.
- 4.6 Notwithstanding any other provision of this Paragraph 4, to the extent that extensions of time for Contractor performance do not impact either the scope of work or cost of this Agreement, County's Project Director, in his sole discretion, may grant Contractor extensions of time in writing for the work listed in Exhibit C (Project Schedule), provided that such extensions shall not exceed a total of six (6) months beyond the term of this Agreement.
- 4.7 Notwithstanding any other provision of this Paragraph 4 or Paragraph 22 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, and, for this purpose, Director is authorized to: (i) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 22 (Termination for Convenience) without further action by County's Board of Supervisors or County's Purchasing Agent and/or (ii) prepare and sign Amendments to this Agreement which reduce the scope of work and the Contract Sum without further action by County's Board of Supervisors or County's Purchasing Agent.

- 4.7.1 Such notices of partial or total termination shall be authorized under the following conditions:
1. Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines, and directives.
 2. Director shall obtain the approval of County Counsel for any notice.
 3. Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors, County's Purchasing Agent and County's Chief Administrative Office within fifteen (15) days after execution of each notice.

4.7.2 Such Amendments shall be authorized under the following conditions:

1. Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives.
2. County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
3. Director shall obtain the approval of County Counsel for any Amendment.
4. Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors, County's Purchasing Agent and County's Chief Administrative Office within fifteen (15) days after execution of each Amendment.

4.8 Facsimile

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

5. WORK

5.1 Scope of Work

Contractor shall on a timely basis provide, complete, deliver and implement all tasks, subtasks, deliverables, goods, services and other work set forth in this Agreement, including, but not limited to, Application Software (including Baseline Application Software and Updates), Customizations (including Custom Programming Modifications and Future Interfaces), Maintenance and Support (including Maintenance Services and Support Services) and Training (including Application

Training and Additional Training). Contractor shall perform such tasks, subtasks, deliverables, goods, services and other work in accordance with Exhibit A (Statement of Work), with all Attachments thereto, at the rates and prices specified in Exhibit B (Payment Schedule), with all Schedules thereto, pursuant to the Project Schedule.

5.1.1 System Software

Contractor shall provide Application Software modules and Components for the implementation and operation of the System, as provided in Exhibit A (Statement of Work) and identified in Attachment A.2 (Baseline Application Software) and in Section I (Customizations) of Attachment A.5 (Other Professional Services) at the prices set forth in Exhibit B (Schedule of Payments), with all Schedules thereto.

County will, with assistance and advice from Contractor, install and implement Third Party Software in accordance with Contractor's specifications for such Third Party Software identified in Section II (Third Party Software) of Attachment A.3 (System Compatibility). Contractor shall analyze the Third Party Software and either approve County's existing Third Party Software and/or recommend changes pursuant to Subtask 4.1 (Analyze Third Party Software and Recommend Changes) of Exhibit A (Statement of Work). The Third Party Software in the revised Section II (Third Party Software) of Attachment A.3 (System Compatibility) shall be adequate for the successful implementation and operation of the System for the purpose of this Agreement.

5.1.2 System Hardware

Contractor acknowledges that the System shall be implemented and shall operate on the System Hardware identified in Section I (System Hardware) of Attachment A.3 (System Compatibility). Contractor shall analyze the System Hardware and either approve County's existing System Hardware and/or recommend changes pursuant to Subtask 4.1 (Analyze Existing System Hardware and Recommend Changes) of Exhibit A (Statement of Work). The System Hardware in the revised Section I (System Hardware) of Attachment A.3 (System Compatibility) shall be adequate for the successful implementation and operation of the System for the purpose of this Agreement, including Schedule D.2 (System Performance Requirements) and Response Time Warranty.

5.1.3 Application Training

Contractor shall perform Application Training, as provided in Task 11 (Application Training) of Exhibit A (Statement of Work) and identified in Attachment A.4 (Application Training) at the Deliverable rates set forth in Exhibit B (Schedule of Payments).

5.1.4 Maintenance and Support

Contractor shall provide to County, Maintenance and Support services, including Maintenance Services and Support Services, with respect to the Application Software

as provided in, and in accordance with, Exhibit D (Maintenance and Support Services), Task 12 (Maintenance and Support) of Exhibit A (Statement of Work) and this Agreement, including Paragraphs 5.1.4.1 (Maintenance Services) and 5.1.4.2 (Support Services) (hereinafter "Maintenance and Support"). Maintenance and Support shall commence upon Go-Live, continue through the Final Acceptance Period and the Warranty Period and, if elected by County and paid for in accordance with Schedule B.1 (Maintenance and Support Schedule), through the term of this Agreement. Maintenance and Support shall be provided by Contractor at no cost to County during the Final Acceptance Period and the Warranty Period and at the rates set forth in such Schedule B.1 (Maintenance and Support Schedule) thereafter.

5.1.4.1 Maintenance Services

Maintenance and Support services provided by Contractor under this Agreement shall include Maintenance Services, consisting of Updates, as provided in Exhibit D (Maintenance and Support Services). Updates delivered to County and implemented by Contractor shall be deemed a part of the Application Software and shall be subject to the System Software ownership provisions set forth in Paragraph 11.1.2 (System Software) and the terms of the License granted pursuant to Paragraph 11.2 (License).

5.1.4.2 Support Services

Maintenance and Support services provided by Contractor under this Agreement shall include operational Application Software support during Support Hours, including a Help Desk (hereinafter "Support Services "), as provided in Exhibit D (Maintenance and Support Services). Support Services response time shall start tolling when County notifies Contractor by telephone or otherwise and is given a tracking number by Contractor's ITS and shall end when Contractor support staff commences the problem resolution process, as provided in Exhibit D (Maintenance and Support Services). Upon occurrence of a problem, County staff will enter the information into the ITS in accordance with Schedule D.2 (Incident Tracking) for tracking the resolution process, in accordance with Section II (System Maintenance and Support) of Exhibit D (Maintenance and Support Services). The Resolution Time for problem solving is identified in Schedule D.3 (Correction of Deficiencies).

5.1.4.3 Downtime Credits

Commencing upon Go-Live and continuing through all Maintenance and Support periods identified in, and subject to, Schedule B.1 (Maintenance and Support Schedule), County may assess against Maintenance Fees owed to Contractor credits (hereinafter "Downtime Credit(s)") in the event County is not satisfied with Contractor's progress towards resolution of a Deficiency according to the applicable Severity Level, as provided in Sections III (Downtime Credits) and IV (Response Time Warranty) of Exhibit (Maintenance and Support Services) and Schedule D.3 (Correction of Deficiencies). The Deficiency Severity Level shall be designated by County's Project Director in his/her reasonable judgment and shall not be subject to the Dispute Resolution Procedure.

If Downtime results from use of the Application Software by County other than as instructed by Contractor, County shall not be entitled to any Downtime Credits, for the affected System Components, or such period of misuse, provided that Contractor shall notify County, in writing, of the details of the alleged misuse within five (5) days of Contractor's discovery of the alleged misuse. County shall review such alleged misuse and shall notify Contractor in writing, within five (5) days, of County's agreement or disagreement with Contractor's allegation(s). In the event County disagrees with Contractor's allegation(s) of misuse, County shall apply Downtime Credits to reduce any amounts due to Contractor.

The total of all Downtime credits during any month when County receives Maintenance and Support services from Contractor, whether at no cost or at Maintenance Fees, shall be limited to twenty-five percent (25%) of the applicable monthly Maintenance Fees. For the purpose of this Paragraph 5.1.4.3, the applicable monthly Maintenance Fees during the Final Acceptance Period and the Warranty Period shall equal to the Maintenance Fees for the first optional Maintenance and Support year set forth in Schedule B.1 (Maintenance and Support Schedule).

5.1.5 Other Professional Services

Contractor shall provide to County Other Professional Services as described in Task 13 (Other Professional Services) of Exhibit A (Statement of Work) and identified in Sections I (Customizations) and II (Additional Training) of Attachment A.5 (Other Professional Services) at the rates and fees set forth in Section III (Other Professional Services) of Exhibit B (Schedule of Payments), including the Fixed Hourly Rate and the Per-Session Rate, and in accordance with the approval process described in Paragraph 2.5 (Approval of Work) and such Task 13 (Other Professional Services). Customizations shall include Statutory requested and approved by County over and above eighty (80) hours per optional Maintenance and Support year. Maintenance and Support of Customizations shall be provided by Contractor pursuant to Exhibit D (Maintenance and Support Services) at no additional cost to County other than the Maintenance Fees paid hereunder.

5.2 Standard of Services

Contractor shall perform all services and other work required by this Agreement in a professional and workmanlike manner and consistent with generally accepted industry standards. If Contractor's services and other work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, re-perform such services or other work. Contractor shall, at its own expense, to the extent reasonably possible correct any data in which (and to the extent that) errors have been caused by Contractor or by any other tools introduced by Contractor into the System for the purpose of performing services or other work under this Agreement.

5.3 Unapproved Work

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefor.

5.4 Right to Reject

County reserves the right to reject any tasks, subtasks, deliverables, goods, services, and/or other work not approved by County pursuant to Paragraph 2.5 (Approval of Work) or other applicable provisions of this Agreement.

6. PROJECT SCHEDULE; MILESTONES

6.1 Project Schedule

Contractor shall implement the System in accordance with the Project Schedule set forth in Exhibit C (Project Schedule) following a detailed work plan identified in the Project Control Plan developed by Contractor pursuant to Subtask 1.1 (Develop and Present Project Control Document) of Exhibit A (Statement of Work). The Project Schedule shall, at a minimum, include the following elements:

1. Deliverable Number;
2. Description;
3. Delivery Date;
4. Associated Milestone;
5. Any other elements required by County under this Agreement.

6.2 Milestones

6.2.1 The work to be carried out hereunder shall be completed in 6 Milestones, identified as follows:

1. Milestone 1: Design Specifications Document Volume 2 as described in Subtask 3.3 (Develop Design Specifications Document Volume 2) of Exhibit A (Statement of Work).
2. Milestone 2: Phase I Screens as described in Subtask 5.1 (Develop Phase I Screens) of Exhibit A (Statement of Work).
3. Milestone 3: Phase II Screens as described in Subtask 5.2 (Develop Phase II Screens) of Exhibit A (Statement of Work).
4. Milestone 4: Data Conversion and Interface Programs as described in Subtask 6.2 (Develop Data Conversion and Interface Programs) of Exhibit A (Statement of Work).

5. Milestone 5: Forms and Reports – Batch III as described in Subtask 7.3 (Develop Forms and Reports – Batch III) of Exhibit A (Statement of Work).
6. Milestone 6: Trained Staff as described in Subtask 11.2 (Conduct Staff Training) of Exhibit A (Statement of Work).

6.2.2 Exhibit C (Project Schedule) sets forth dates for completion of each Milestone. A Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other work required for completion of such Milestone are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other work required for completion of such Milestone are thereafter approved in writing by County pursuant to Paragraph 2.5 (Approval of Work). The determination of whether each Milestone has been so completed and so approved, and of the date upon which such Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.5 (Approval of Work) after County is informed by Contractor that such Milestone has been completed and is given all the necessary information, data and documentation to verify such completion. A failure by Contractor to complete any Milestone by the applicable date set forth above (as such date may be modified pursuant to Paragraph 4.6) or Paragraph 75 (Notice of Delays) shall be subject to the provisions of Paragraph 8.2 (Credits to County), Paragraph 8.3 (Termination) and Paragraph 21 (Termination for Default).

7. TERM

The term of this Agreement shall commence upon the Effective Date and shall expire at the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term"). At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to two (2) additional consecutive one (1) year terms ("Extended Term(s)") upon a thirty (30) day prior written notice to Contractor; provided that if County elects not to exercise any of its extension options at the end of the Initial Term, or any Extended Term, the remaining option(s) shall automatically lapse.

As used throughout this Agreement, the word "term" shall include the Initial Term and any and all Extended Term(s), to the extent County exercises any of its options pursuant to this Paragraph 7.

8. CONTRACT SUM

8.1 Maximum Contract Sum

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.5 (Approval of Work). If County does not approve work in writing, no

payment shall be due Contractor for that work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed _____ Dollars (\$ _____), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's Board of Supervisors and Contractor's authorized representative pursuant to Paragraph 4 (Change Notices and Amendments). Notwithstanding any provision of this Paragraph 8.1, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

8.2 Credits to County

During the Development Period and the Acceptance Period for each and every occasion upon which a Deliverable marked as a Milestone (hereinafter "Key Deliverable") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in Exhibit C (Project Schedule) (hereinafter "Due Date"), other than as a result of delays caused by acts or omissions of, or under control of, County, including County's delays in meeting its timelines in the Project Schedule or the Project Control Document and hardware or network failure not caused by Contractor or the Application Software, or the causes beyond Contractor's control, as determined by County's Project Director in accordance with this Agreement, and unless otherwise approved in writing by County's Project Director in his/her sole discretion, County shall receive a credit against any or all amounts due to Contractor, under this Agreement or otherwise in the total amount of Five Hundred Dollars (\$500) for each day after the Due Date that the Key Deliverable is not completed. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule.

A Deliverable shall be deemed completed for purposes of this Paragraph 8.2 and Paragraph 8.3 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 2.5 (Approval of Work). For purposes of this Paragraph 8.2 and Paragraph 8.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

The credits under this Paragraph 8.2 shall be deducted from the Maintenance Fees due by County to Contractor should County elect to receive Maintenance and Support services from Contractor or, otherwise, to any other amounts due by County to Contractor after the Go-Live date.

Notwithstanding the foregoing, in the event Contractor reaches the Go-Live date by or on the scheduled date set forth in the Project Schedule, County shall reverse all credits withheld under this Paragraph 8.2 for the delays leading to Go-Live.

8.3 Termination

In addition to the foregoing provisions of Paragraph 8.2 (Credits to County), if any Key Deliverable is not completed within fifteen (15) days after the Due Date, and thereafter approved in writing by County pursuant to Paragraph 2.5 (Approval of Work), other than as a result of delays caused by acts or omissions of County or the causes beyond Contractor's control as determined by Director in his/her reasonable judgment, and unless Director and Contractor's Project Director have otherwise agreed, in writing, prior to such date scheduled for completion, then County may terminate this Agreement for default in accordance with Paragraph 21 (Termination for Default) or for convenience in accordance with Paragraph 22 (Termination for Convenience), as determined in the sole discretion of County.

8.4 Maintenance and Support Services

If elected by County pursuant to the terms of this Agreement, Contractor shall provide to County Maintenance and Support services in accordance with Paragraph 5.1.4 (Maintenance and Support) and Exhibit D (Maintenance and Support Services) at the Maintenance Fees set forth in Schedule B.1 (Maintenance and Support Schedule). Such Maintenance and Support services shall be provided at no cost to County during the Final Acceptance Period and the Warranty Period and the Maintenance Fees set forth in Schedule B.1 (Maintenance and Support Schedule). Contractor's Maintenance Fees for the second optional Maintenance and Support year shall not increase shall increase by no more than COLA.

8.5 Other Professional Services

Subsequent to Final Acceptance, upon the written request of County's Project Director made at any time and from time to time during the term of this Agreement, Contractor shall provide to County Other Professional Services, including, but not limited to, Customizations consisting of Custom Programming Modifications and Future Interfaces, as set forth in Subtask 13.1 (Customizations) of Exhibit A (Statement of Work) at the Fixed Hourly Rates specified in Section III.A (Customizations) of Exhibit B (Schedule of Payments), and Additional Training, as set forth in Subtask 13.2 (Additional Training) of Exhibit A (Statement of Work) at the Per-Session Rate specified in Section III.B (Additional Training) of Exhibit B (Schedule of Payments).

Customizations shall be provided in the manner set forth in Subtask Task 13.1 (Customizations) of Exhibit A (Statement of Work) and shall only include Application Software enhancements and modifications relating to requirements not reflected in Attachment A.1 (Functional Requirements), as determined in the reasonable judgment of County's Project Director.

Upon County's request for Other Professional Services, Contractor shall provide to County, within the applicable period as specified in Exhibit A (Statement of Work) for Customizations and Additional Training, a written quotation of a Maximum Total Fixed Price (including, without limitation, the recommended Contractor's staff levels) in response to such County's request. Contractor's quotation shall be valid for sixty (60) days from submission.

Contractor's rates for Other Professional Services shall not increase above the Fixed Hourly Rates for Customizations and the Per-Session Rate for Additional Training identified in Section III (Other Professional Services) of Exhibit B (Schedule of Payments) during the term of this Agreement and shall not be subject to COLA.

8.6 County's Obligation for Future Fiscal Years

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.7 Cost of Living Adjustment (COLA)

The annual adjustment to the Maintenance Fees and the Fixed Hourly Rate for Other Professional Services and Maintenance and Support fees applicable during the periods specified in Paragraph 8.4 (Maintenance and Support Services) and 8.5 (Other Professional Services) above, if any, shall be based on the lesser of: (i) the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles – Riverside – Orange County Area for Urban Consumers (CPI) for the twelve (12) month period preceding the end of such Extended Term; or (ii) the general salary movement percentage for County employees, as determined by County's Chief Administrative Office, as of the twelve (12) month period preceding the prior July 1 (hereinafter "COLA"). Furthermore, should fiscal circumstances ultimately prevent County's Board of Supervisors from approving any increase in County employee salaries, there shall be no corresponding COLA to the Fixed Hourly Rate for Other Professional Services or Maintenance and Support fees hereunder.

9. INVOICES AND PAYMENTS

9.1 Invoices

Contractor shall invoice County upon completion of tasks, subtasks, deliverables, goods, services and other work as specified in this Agreement, Exhibits A (Statement of Work), B (Schedule of Payments), C (Project Schedule) and D (Maintenance and Support Services) with all Attachments and Schedules thereto, and any Change Notices, as applicable. With regard to Maintenance and Support services provided hereunder, Contractor shall invoice County the amount of the annual Maintenance Fees set forth in Schedule B.1 (Maintenance and Support Schedule) on a monthly basis in arrears.

9.1.1 Submission of Invoices

Contractor's shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Schedule of Payments). All invoices and supporting documents under this Agreement shall be submitted to the following address:

[Insert name and address]

Contractor shall submit duplicate invoices to:

[Insert name and address]

9.1.2 Invoice Details

Each invoice submitted by Contractor shall indicate, at a minimum:

1. The tasks, subtasks, deliverables, goods, services or other work as described in Exhibit A (Statement of Work) and Exhibit B (Schedule of Payments) for which payment is claimed.
2. The date of written approval of the tasks, subtasks, deliverables, goods, services, or other work by County's Project Director.
3. Indication of any applicable withhold amounts for payments claimed or reversals thereof.
4. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof.

9.1.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible to any payment prior to such written approval.

9.1.4 Invoice Discrepancies

County's Contract Administrator will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Contract Administrator does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice.

9.2 Delivery of Application Software; Transportation Charges

It is in the intent of the parties that all Application Software and Documentation, including all Baseline Application Software, Updates, Customizations, Third Party Software (if any) and any items or materials provided under Maintenance and Support services, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor staff who may load the Application Software and Documentation onto County's System Hardware but who will retain possession of all originals and copies of such tangible media (including CD-ROM, magnetic tape, printed manuals, etc.) used to deliver the Application Software and Documentation to County.

Any Application Software and Documentation provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Application Software Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and such transportation and related insurance charges.

9.3 Sales/Use Tax

The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Application Software Components procured by County from Contractor pursuant to or otherwise due as a result of this Agreement, including, but not limited to, Baseline Application Software, Updates, Customizations and any other taxable Application Software Components. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all

other items provided by Contractor pursuant to this Agreement (including, without limitation, where applicable, Customizations, Data Conversions, Interfaces, Training, Maintenance and Support, etc.) and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 Payments

Provided that Contractor is not in material default under any provision of this Agreement, as determined by County's Project Director in his/her reasonable judgment, and the System has passed the applicable Application Test(s), County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Discrepancies) above.

9.5 County's Right to Withhold Payment

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any Deliverable while Contractor is in material default hereunder, or at any time that Contractor has not provided a County-approved Deliverable which under the approved Project Control Document pursuant to Subtask 1.1 (Develop and Present Project Control Document) of Exhibit A (Statement of Work) is identified as dependent on and is scheduled to be delivered prior to or concurrently with the Deliverable for which payment would otherwise be due and is withheld.

9.6 Holdbacks

County will hold back fifteen percent (15%) of the amount of each invoice submitted by Contractor under this Agreement and approved by County pursuant to Paragraph 9.1 (Invoices). The cumulative amount of such holdbacks shall be due and payable to Contractor upon Go-Live, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment), 9.7 (Credits to County) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided herein.

10. WARRANTIES AND CORRECTION OF DEFICIENCIES

10.1 Application Software Warranty

The Application Software provided by Contractor under this Agreement shall be subject to the warranties and correction of Deficiencies as set forth in this Paragraph 10.1 below.

10.1.1 Development Period and Acceptance Period

The System shall not reach Go-Live unless and until the Application Software provided by Contractor under this Agreement is free from any and all known Severity Level I Deficiencies and performs in accordance with the Functional Requirements set forth in Attachment A.1 (Application Software Functional Requirements), as required for successful completion of Deliverable 10.2 (User Test) of Exhibit A (Statement of Work).

10.1.2 Final Acceptance Period

The System shall not reach Final Acceptance unless and until during the Final Acceptance Period the Application Software operates in Production Use for thirty (30) consecutive days with no known Severity Level I Deficiencies in accordance with Subtask 10.3 (Conduct Final Acceptance Test) of Exhibit A (Statement of Work)..

10.1.3 Warranty Period

Contractor shall maintain the Application Software for three (3) months following Final Acceptance (hereinafter “Warranty Period”) with no known Level I Deficiencies. All Deficiencies reported during the Warranty Period shall be corrected in accordance with Exhibit D (Maintenance and Support Services), including Schedule D.3 (Correction of Deficiencies).

In the event of a Deficiency during the Warranty Period, Contractor shall provide corrective measures at no cost to County as follows:

- (1) In the case of Application Software, Contractor shall correct any and all Deficiencies in the Application Software, including, but not limited to, supplying County with corrective or replacement codes and/or programs and making such additions, modifications or adjustments to the Application Software as may be necessary to keep it operating in conformance with the Functional Requirements.
- (2) In the case of System Hardware supplied by County for the purpose of this Agreement in accordance with Contractor recommended specifications, Contractor shall identify to County the particular System Hardware Component(s) causing the Deficiency and shall assist County in repairing and/or de-installing and replacing such System Hardware Component(s), or any part thereof, which fail to function according to the System Performance Requirements identified in Schedule D.2 (System Performance Requirements), as determined by County’s Project Director.
- (3) In the case of Third Party Software supplied by County for the purpose of this Agreement in accordance with Contractor recommended specifications, Contractor shall identify to County the particular Third Party Software Component(s) causing the Deficiency and shall assist County in repairing and/or de-installing and replacing such Third Party Software Component(s), or any part thereof, which fail to function according to the System Performance

Requirements identified in Schedule D.2 (System Performance Requirements), as determined by County's Project Director.

- (3) Contractor shall correct any and all Deficiencies in any services provided hereunder in accordance with Paragraph 5.2 (Standard of Services).

10.1.4 Maintenance and Support

Provided that County is current on the Maintenance Fees, Contractor shall correct the Deficiencies reported after the end of the Warranty Period in accordance with Exhibit D (Maintenance and Support Services), including Schedule D.3 (Correction of Deficiencies).

10.2 System Performance Warranty

Contractor represents and warrants that starting from Go-Live the System shall meet the System Performance Requirements set forth in Schedule D.2 (System Performance Requirements) for the System Hardware recommended, approved and/or required by Contractor. In the event the System fails to meet such System Performance Requirements, Contractor shall recommend upgrade of the computing resources, including operating software, hardware and network, including repair and/or replacement of the System Component(s) causing the failure to meet the System Performance Requirements. Should the recommended upgrade of the computing resources fail to correct the System Performance Requirements Deficiency, then Contractor shall reimburse County for such upgrade during the Final Acceptance Period and the Warranty Period. Otherwise, correction of persisting System Performance Deficiency shall be subject to Exhibit D (Maintenance and Support Services), including Schedule D.3 (Correction of Deficiencies).

10.3 Response Time Warranty

Contractor represents, warrants and covenants that the System, when operated in accordance with the System Hardware configuration recommended, approved and/or required by Contractor pursuant to Section I (System Hardware) of Attachment A.3 (System Compatibility) and in Subtask 4.1 (Analyze System Hardware and Recommend Additional Hardware), shall provide sufficient computing capacity to support the Response Times set forth in Section IV (Response Time Warranty) of Exhibit D (Maintenance and Support Services), Schedule D.2 (System Performance Requirements) and Exhibit A (Statement of Work). As used herein the term "Response Time" shall mean the elapsed time to complete each transaction processed by the System, measured from entry at the workstation to fully display of complete response at the workstation, excluding transmission time.

10.4 Third Party Software

Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the

Application Software to fully perform in accordance with all requirements of this Agreement.

If Contractor proves to County that a Deficiency is caused by a Third Party Software, Contractor shall assist County in resolving such a Third Party Software Deficiency in accordance with Exhibit D (Maintenance and Support Services). Contractor shall resolve such Deficiency by providing trouble shooting, upgrades and patches for such Third Party Software at the Fixed Hourly Rate and only with County's prior written approval for Other Professional Services.

10.5 Additional Warranties

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

10.5.1 Contractor shall strictly comply with the descriptions and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in Exhibit A (Statement of Work).

10.5.2 All tasks, subtasks, Deliverables, goods, services, and other work shall be performed in a timely and professional manner by qualified personnel.

10.5.3 All tasks, subtasks, Deliverables, goods, services, and other work shall be completed in accordance with this Agreement and Deliverable documentation.

10.5.4 All Documentation developed under this Agreement shall be uniform in appearance.

10.5.5 The System Components shall be capable of interconnecting and/or interfacing with each other and the System Components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement (including, without limitation, the Recitals, Attachment A.1 (Functional Requirements) and the Specifications).

10.5.6 Viruses

Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any System Component to County or any User or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of this Paragraph 10.5.6 as "Disabling Device(s)"), which could block access to or prevent the use of the System or any System Component by

County or Users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System Component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered System Component to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents use of software contained on such media other than System Components.

In addition, Contractor shall prevent viruses from being incorporated or introduced into any of the Application Software or updates or enhancements thereto prior to delivery thereof to County, and shall utilize reasonable commercial efforts, including using the latest commercially available virus protection software, to prevent any viruses being incorporated or introduced in the process of Contractor's loading of System Software, or updates and enhancements thereto, or being introduced in the process of Contractor's performance of on-line support.

10.5.7 Year 2000 Warranty

Contractor represents and warrants that as of the date of initial delivery or installation of any Application Software Component, the Application Software licensed or sold to County pursuant to this Agreement is "Year 2000 Compliant" and stores, receives, transmits and displays date data correctly for all dates before, on, or after January 1, 2000.

10.5.8 Subject to the provisions of Exhibit D (Maintenance and Support Services), while County is under Maintenance and Support:

1. Contractor shall provide Updates to Application Software to keep current with County technology standards, industry standards and material Third Party Software upgrades, Statutory Changes, enhancements, updates, patches, bug fixes, etc. in accordance with Exhibit D (Maintenance and Support Services), as determined by County's Project Manager in his/her reasonable judgment. Such Updates shall be provided to County at least once every year, unless otherwise agreed to by County and Contractor;
2. Contractor shall provide to County Updates, including, but not limited to, updates, Statutory Changes, enhancements, improvements and version releases of the Application Software, or any Component or module of such Application Software, and all Documentation related thereto, at no additional cost over and above the sums otherwise payable by County under this Agreement, promptly after the creation thereof, and in no event later than thirty (30) days after County's request therefor.
3. Contractor shall support all Application Software Components in their respective then-existing architecture and for their respective then-existing versions and the most recent prior one (1) version for the term of this Agreement; and

4. County will keep current by installing up to one (1) previous version release of the Application Software, provided that all version releases shall be subject to approval by County.

10.5.9 County shall be entitled to use the Application Software and all Application Software Components without interruption of Application Software use, subject only to County's obligation to make the required payments under this Agreement. Contractor represents and warrants that this Agreement is neither subject nor subordinate to any right or claim of any third party, including, without limitation, Contractor's creditors. Further, Contractor represents and warrants that during the term of this Agreement, it shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Application Software and Application Software Components in accordance with this Agreement.

10.6 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 10 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 21 (Termination for Default).

10.7 Warranty Pass-Through

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any System Software module and/or Component or any other product or service provided hereunder, if any, shall fully extend to and be enjoyed by County.

11. APPLICATION SOFTWARE OWNERSHIP

11.1 Ownership

Contractor acknowledges and agrees that all Application Software provided or developed by Contractor for the purpose of this Agreement and paid for in accordance with Exhibit B (Schedule of Payments) shall become the property of County, provided that County shall grant to Contractor a restricted non-exclusive license to provide Maintenance and Support services in accordance with Exhibit D (Maintenance and Support Services), including all Schedules thereto, only during the term of the Agreement.

11.2 Source Code

Contractor shall provide to County the Source Code for all Application Software developed for or provided to County under this Agreement. Contractor shall continually update the Source Code by providing all Customizations and Updates,

including, but not limited to, new releases, updates, Statutory changes, version upgrades, enhancements, modifications, corrections, patches and improvements to the Application Software, provided that County is paying any applicable Maintenance Fees in accordance with Schedule B.1 (Maintenance and Support). Contractor's duty to update the Source Code shall continue through the term of this Agreement or until County no longer obtains Maintenance and Support from Contractor, whichever is later.

11.3 Proprietary Rights

Should use of the Source Code as provided in this Paragraph 11.3 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, its assignee, or successors, agree not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User provided use of Application Software and Source Code is in accordance with this Agreement.

12. ACCEPTANCE TESTING

12.1 General

The System shall achieve Final Acceptance by County if and when: County's Project Director has approved, in writing, Deliverable 10.3 (Final Acceptance Test) of Exhibit A (Statement of Work) confirming that the Baseline Application Software has been successfully completed and that the Application Software has been in Production Use for thirty (30) consecutive days with no Severity Level I Deficiencies, as determined in the sole judgment of County's Project Director, subject to the Dispute Resolution Procedure.

12.2 Acceptance Tests

12.2.1 Contractor and/or County shall conduct the tests (hereinafter "Acceptance Test(s)") specified in this Paragraph 12.2 and in Exhibit A (Statement of Work) in accordance with the terms set forth in such Exhibit A (Statement of Work):

- A. System Test. System Test as set forth in Subtask 10.1 (Conduct System Test) of Exhibit A (Statement of Work) shall be conducted by Contractor in accordance with the applicable Test Plan to confirm that the Baseline Application Software meets all Functional Requirements identified in Attachment A.1 (Functional Requirements) and that all Severity Level I Deficiencies have been discovered and corrected.
- B. User Test. User Test as set forth in Subtask 10.2 (Conduct User Test) of Exhibit A (Statement of Work) shall be conducted by County, with the assistance from Contractor, to confirm that the Baseline Application Software meets all Functional Requirements identified in Attachment A.1 (Functional Requirements) and that all Severity Level I Deficiencies have been discovered and corrected.

- C. Final Acceptance Test. Final Acceptance Test as set forth in Subtask 10.3 (Conduct Final Acceptance Test) of Exhibit A (Statement of Work) to confirm that the Application Software has been in production use for thirty (30) consecutive days with no Severity Level I Deficiencies.

12.2.2 Contractor shall give County written notice of each Acceptance Test, and designated representatives of County may observe the Acceptance Tests and verify the results as County deems necessary or appropriate. Upon satisfactory completion of each Acceptance Test, Contractor shall deliver to County a written certification of successful completion of the applicable Acceptance Test.

12.3 Failed Testing

If County's Project Director makes a good faith determination at any time that the Application Software as a whole, or any Component thereof, has not successfully completed an Acceptance Test (hereinafter the "Designated Test"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Application Software or a Component thereof failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Application Software or a Component thereof as will permit the Application Software or the Component thereof to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the Application Software or a Component thereof again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Application Software or the Component thereof failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Application Software or a Component thereof as will permit the Application Software or the Component thereof to be ready for retesting.

Such procedure shall continue, subject to County's rights under Paragraphs 6.2 (Milestones), 8.2 (Credits to County) and 8.3 (Termination) in the event Contractor fails to timely complete any Milestone or to timely deliver any Key Deliverable as defined in Paragraph 8.2 (Credits to County), until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 21 (Termination for Default) on the basis of such non-curable default.

Such a termination by County may be subject to the Dispute Resolution Procedure, either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the Components of the Application Software; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the Application Software as a whole, the entire Agreement. In the event of a termination under this Paragraph 12.4, County shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the Application Software Component(s) and related Deliverables as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more Application Software Component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

13. SYSTEM USE

Following installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the Application Software, without any additional cost to County where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the Application Software.

14. INDEMNIFICATION AND INSURANCE AND PERFORMANCE SECURITY

14.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents (hereinafter in this Paragraph 14 "County"), from and against any and all liability, including but not limited to claims, demands, damages, liabilities, losses, costs, and expenses (including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees), in any way arising from or related to claims and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or related to Contractor, Contractor's agents', employees' or subcontractors' acts or omissions in the performance of services or provision of products hereunder, including, without limitation, any workers' compensation suits, liability or expense, arising from or connected with services performed by any person on behalf of Contractor, Contractor's agents, employees or subcontractors pursuant to this Agreement.

14.2 Insurance

14.2.1 General Insurance Requirements

Without limiting Contractor's indemnification of County, Contractor shall, during the term of this Agreement provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

Subject to County's approval, Contractor may satisfy the insurance obligations herein through use of a self-insurance program. Under such self-insurance coverage, County shall be considered a protected party with the same protection from liability and defense of lawsuits as would be provided by first dollar commercial insurance. Contractor agrees to provide, on an annual basis, a current audited financial statement to be evaluated by County to verify Contractor has adequate financial resources to respond to claims falling within the self-insured retention or self-insured program. Contractor also agrees to notify County of any change in Contractor's financial condition which would have a significant negative effect on the Contractor's self-insurance program.

14.2.2 Insurance Coverage Requirements

14.2.2.1 Insurance Programs

14.2.2.1.1 General Liability Insurance (written on ISO policy from CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

14.2.2.1.2 Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

14.2.2.1.3 Workers' Compensation and Employers' Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - Policy Limit	\$1 million
Disease - Each Employee	\$1 million

14.2.2.1.4 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

14.2.2.1.5 Intellectual Property Infringement

Intellectual property insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1 million per occurrence. If this insurance is written on a claims made form, Contractor shall either (a) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (b) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, which ever is longer or (c) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

14.2.2.2 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to: Treasurer and Tax Collector, Contracts, 500 West Temple Street, Room 464, Los Angeles, CA 90012 prior to commencing services under this Agreement. Such certificates or other evidence shall, at a minimum:

1. Specifically identify this Agreement;
2. Clearly evidence all coverages required in this Agreement;
3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
4. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement; and
5. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.2.2.3 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

14.2.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
2. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
3. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to County's Contract Administrator.
4. Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

14.2.2.5 Insurance Coverage Requirements for Subcontractors

All subcontractors performing work under this Agreement shall be subject to the insurance requirements of this Agreement and shall be maintained at no cost to County. Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

1. Contractor providing evidence of insurance covering the activities of subcontractors, or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

14.4 Failure to Procure and Maintain Insurance

Failure by Contractor to procure and maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Agreement, upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase such required

insurance coverage, and without further notice to Contractor, deduct from the sums due to Contractor any premium costs advanced by County for such insurance.

15. PROPRIETARY CONSIDERATIONS

15.1 County Materials

Contractor and County agree that all materials, plans, reports, acceptance test criteria, Test Plans, Test Cases, the Project Control Document, Application Software including Baseline Software, Interfaces, Data Conversions, Updates, Customizations, Documentation, all training materials, departmental procedures and processes, deliverables, data and any other information developed or provided by County or by Contractor pursuant to or as a result of this Agreement (collectively "County Materials"), and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all County Materials developed or provided under this Agreement, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During, and for a minimum of five (5) years subsequent to, the term of this Agreement, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

15.2 Transfer to County

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

15.3 Copyright Notice

As requested in writing by County's Project Director, Contractor shall affix the following notice to County Materials developed under this Agreement: "©Copyright 200_ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.

15.4 Contractor's Obligations

Contractor shall protect the security of and keep confidential all County Materials obtained or developed under this Agreement. Further, Contractor shall use whatever security measures are necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

15.5 Proprietary and Confidential

Any and all County Materials which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL".

15.6 No Obligation by County

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- i. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- ii. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

15.7 Survival

The provisions of this Paragraph 15 shall survive the expiration or termination of this Agreement.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

- 16.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the Application Software ownership and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the Application Software without interruption, subject only to County's obligation to make the required payments under this Agreement; (iv) that this Agreement and the Application Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Application Software (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the ownership and use by County and its Users of the Application Software in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 16.2 Contractor shall indemnify, hold harmless and defend County, and its Special Districts, elected and appointed officers, employees and agents (hereinafter in this Paragraph 16 "County"), from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Application Software or the operation and utilization of Contractor's work under this Agreement (hereinafter collectively "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 16 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.
- 16.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Application Software or affected Component(s) thereof, or part(s) thereof, to the same extent of County's ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Application Software or Component(s) thereof with another software or component(s) of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Application Software and all Components thereof become non-infringing, non-misappropriating and non-disclosing.
- 16.4 If Contractor fails to complete the remedial measures in Paragraph 16.3 above within forty-five (45) days of the date of the written notice from County, County shall have the right to take such remedial measures it deems reasonable to mitigate any impairment of its use of the Application Software or Components thereof, or damages or other costs or expenses associated with the infringement claim(s) (hereinafter "Remedial Acts"). Contractor shall indemnify County for all amounts paid and all direct and indirect costs associated with such Remedial Acts by County. Failure by Contractor to pay such amounts and costs within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts and costs paid in connection with such Remedial Acts by County.
17. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION
- 17.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, which consent shall not be unreasonably withheld, and any attempted assignment or

delegation without such consent shall be null and void. County will use its best efforts to consent to, or object to, assignment or delegation within thirty (30) days of receipt of notice from Contractor, provided that County's failure to respond within the thirty (30) day period will not waive County's right to object to such assignment or delegation. For purposes of this Paragraph 17, County's consent shall require a written Amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

- 17.2 Shareholders and/or partners of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein by notifying County forty-five (45) days prior to, or immediately upon the occurrence of, such transfer, sale, assignment or divestment. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required, which approval shall not be unreasonably withheld. Consent to any such transfer may be refused if County finds that the transferee(s) is (are) lacking in experience, capability or financial ability to perform Agreement services. This in no way limits any County's right found elsewhere in this Agreement to terminate the Agreement.

18. SUBCONTRACTING

- 18.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Paragraph 18. Any attempt by Contractor to subcontract any performance under this Agreement without the prior written consent of County shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement. Notwithstanding the foregoing, Contractor has identified and entered into subcontract(s) with the following subcontractor(s), which are deemed approved by County (hereinafter "Pre-Approved Subcontractor(s)") for the purpose of this Paragraph 18: [REDACTED].
- 18.2 If Contractor desires to subcontract any portion of its performance under this Agreement with contractors other than Pre-Approved Subcontractor(s), Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:
1. The reason(s) for the particular subcontract;
 2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;

3. A detailed description of the work to be performed by the proposed subcontractor;
 4. Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
 5. A draft copy of the proposed subcontract agreement, which shall be substantially similar to the subcontract provisions provided in Exhibit G (Sample Subcontract) and shall, at a minimum:
 - (a) include representations and warranties by subcontractor that subcontractor (i) is qualified to perform the work for which subcontractor has been hired; (ii) maintains the insurance required by such Exhibit G (Sample Subcontract), and (iii) is solely liable and responsible for any and all of its taxes, payments and compensation, including compensation to its employees;
 - (b) provide for indemnification by subcontractor of County and Contractor under the same terms and conditions as the indemnification provisions of such Exhibit G (Sample Subcontract);
 - (c) include (i) Exhibit E (Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement), (ii) Exhibit F (Contractor's EEO Certification), (iii) Exhibit J (Safely Surrender Baby Law), and (iii) any other standard County required provisions.
 6. Unless otherwise determined unnecessary by County, copies of Certificates of Insurance from the proposed subcontractor which establish that the subcontractor maintains all required programs of insurance.
 7. Other pertinent information and/or certifications requested by County.
- 18.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 18.4 Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees and agents (hereinafter in this Paragraph 18 "County") from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 18.5 Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement,

including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.

- 18.6 County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.
- 18.7 Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 18.8.1.1 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the County's Project Director, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
1. A fully executed copy of each subcontract entered into by Contractor;
 2. An executed Exhibit E (Contractor Employee Acknowledgement, Confidentiality and Assignment Agreement) for each subcontractor employee approved to perform work under this Agreement; and
 3. Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required by Exhibit G (Sample Subcontract).

18.9 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 18 or a blanket consent to any further subcontracting.

19. DISCLOSURE OF INFORMATION

19.1 Contractor shall not disclose any details in connection with this Agreement, including but not limited to any of its terms or conditions or any circumstances which occur during the performance of this Agreement, to any party other than subcontractors approved by County in accordance with Paragraph 18 (Subcontracting) to perform work under this Agreement, except as may be otherwise provided herein or required by law.

19.2 However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director, which consent shall not be unreasonably withheld.
3. Contractor may, without the prior written consent of County, indicate in its proposals and sales that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 19 shall apply.

19.3 Notwithstanding anything to the contrary, Contractor may disclose the terms of this Agreement, provided that (i) County and Contractor have entered into a marketing agreement for marketing of the Application Software by Contractor to licensees and (ii) the disclosed terms constitute no more than is required of Contractor to disclose to the Application Software licensee in order for Contractor to perform its obligations under such marketing agreement.

20. CONFIDENTIALITY

20.1 Contractor shall maintain the confidentiality of all its records, data and information, including, but not limited to, billing and County records and Application Software, in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality.

20.2 Contractor shall inform all of its officers, employees, agents and subcontractors performing work hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement (Exhibit E) for each of

its employees performing work under this Agreement in accordance with Paragraph 27 (Independent Contractor Status).

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents (hereinafter in this Paragraph 20 "County"), from and against any and all loss, damage, liability, and expense, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 20.

20.3 With respect to any identifiable information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

20.4 Contractor acknowledges that a breach by Contractor of this Paragraph 20 may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 20 and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 20.

21. TERMINATION FOR DEFAULT

21.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

1. Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other work within the times specified in this Agreement, including the Project Schedule; or
2. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
3. Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
4. Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such material breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

21.2 In the event that County terminates this Agreement in whole or in part as provided in this Paragraph 21 or in Paragraph 23 (Termination for Insolvency), then:

1. Contractor shall promptly return to County any and all of County's confidential information and the County Materials (as defined in Paragraph 15.1 (County Materials)) that relate to that portion of the Agreement and work terminated by County; and
2. Contractor shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and
3. County shall have all the rights set forth in Paragraphs 11 (Application Software Ownership), including access to and use of the Source Code as set forth therein, including without limitation the right to modify all source and object code versions of the Application Software; and
4. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other work, subject to the provisions of Paragraph 14.4 (Failure to Procure and Maintain Insurance and Performance Security); and
5. Contractor and County shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 23 (Termination for Insolvency) and/or this Paragraph 21; and
6. Contractor understands and agrees that the Department has obligations that it cannot satisfy without use of the Application Software or an equivalent application, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition of County to a new application, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Application Software during such transition.

21.3 If, after County has given notice of termination under the provisions of this Paragraph 21, it is determined by County that Contractor was not in default, or that the default

was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 22 (Termination for Convenience).

- 21.4 The rights and remedies of County provided in this Paragraph 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. TERMINATION FOR CONVENIENCE

- 22.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than sixty (30) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 21 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

- 22.2 After receipt of a notice of termination, and except as otherwise directed by County:

1. Contractor shall stop work under this Agreement on the date and to the extent specified in such notice;
2. Contractor shall return to County any and all of County's confidential information and the County Materials (as defined in Paragraph 15.1 (County Materials)) that relate to that portion of the Agreement and work terminated by County; and;
3. Contractor shall transfer and deliver to County all completed work and work in progress; and
4. County shall have the rights set forth in Paragraphs 11 (Application Software Ownership) to access and use the Source Code as set forth therein, including without limitation the right to modify all source and object code versions of the Application Software; and
5. Contractor shall complete performance of such part of the work as shall not have been terminated by such notice.

- 22.3 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly, but no later than thirty (30) days from the effective date of termination.

23. TERMINATION FOR INSOLVENCY

- 23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:
1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
 2. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
 3. The appointment of a receiver or trustee for Contractor; or
 4. The execution by Contractor of an assignment for the benefit of creditors.
- 23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.
24. TERMINATION FOR IMPROPER CONSIDERATION
- 24.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

24.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

25. TERMINATION FOR GRATUITIES

County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

26. RECORDS AND AUDITS

26.1 Contractor shall maintain accurate and complete financial records of its activities and operation relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement, provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent legally permissible. All such material, including, but not limited to, all financial records, employment records including time cards to the extent legally permissible, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County electronically or otherwise during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County. If any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location, provided that Contractor's liability for such County incurred costs shall be subject to the transportation, meals and lodging expenditure limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

26.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).

26.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 26 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

26.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the termination of this Agreement, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

27. INDEPENDENT CONTRACTOR STATUS

27.1 This Agreement is by and between County and Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

27.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

27.3 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.

- 27.4 Notwithstanding the provisions of this Paragraph 27, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 27.5 Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement (Exhibit E) for each of its employees performing work under this Agreement. Such agreements shall be delivered to **[Insert name and address]**, on or immediately after the execution of this Agreement by County's Board of Supervisors, but in no event later than the date any such employee first performs work under this Agreement.

28. WARRANTY AGAINST CONTINGENT FEES

- 28.1 Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 28.2 For breach of this warranty, County shall have the right to terminate this Agreement for default and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 29 by review of Contractor's books and records.

30. CONFLICT OF INTEREST

- 30.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 30.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which do or could create a

conflict of interest. If a party hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

- 30.3 Contractor, its relatives, employees and the relatives of employees shall not bid at either Public Administrator's personal or real property auctions. Further, Contractor, its relatives, employees and the relatives of employees shall not rent property that is under the auspice of the Public Administrator.

31. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms, conditions and performance standards of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to County's Board of Supervisors along with a notice to Contractor. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 21 (Termination for Default) or Paragraph 22 (Termination for Convenience), or impose other penalties as specified in this Agreement.

32. FORCE MAJEURE

- 32.1 Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for reasonable delays in the completion of work under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor.
- 32.2 If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for reasonable delays in the completion of the work, unless the goods and/or to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Paragraph 32, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 32.3 Notwithstanding anything herein to the contrary, County shall not be liable for any additional costs incurred by Contractor, or any subcontractor hereto arising out of or resulting from *force majeure* event.

33. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

34. RESOLICITATION OF BIDS AND PROPOSALS

34.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. The Department shall make the determination to resolicit bids or request proposals in accordance with applicable County and the Department policies.

34.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

35. COMPLIANCE WITH APPLICABLE LAWS

35.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

35.2 Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents (hereinafter in this Paragraph 35 "County"), from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 35.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by in writing by County, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, County shall

have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

36. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, and its Special Districts, officers, employees and agents (hereinafter in this Paragraph 36 "County"), from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

37. NONDISCRIMINATION AND COMPLIANCE WITH CIVIL RIGHTS LAWS

- 37.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status, sexual orientation or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 37.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification (Exhibit E).
- 37.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 37.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 37.5 Contractor certifies that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws, including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
 2. Section 504, Rehabilitation Act of 1973;
 3. Age Discrimination Act of 1975;
 4. Title IX, Education Amendments of 1973, as applicable; and

5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

37.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 37 when so requested by County.

37.7 If County finds that any of the provisions of this Paragraph 37 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

37.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five Hundred Dollars (\$500) for each such violation, in lieu of terminating or suspending this Agreement, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 21 (Termination for Default).

38. NONDISCRIMINATION IN SERVICES

38.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 38, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

38.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

39. INTENTIONALLY OMITTED

40. RESTRICTIONS ON LOBBYING

40.1 Federal Funds Projects

If any Federal funds are to be used to pay portion for any of Contractor's work under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

40.2 County Projects

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

41. EMPLOYMENT ELIGIBILITY VERIFICATION

41.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). In the event Contractor fails to comply with the provisions of this Paragraph 41, County may, in its sole discretion, terminate this Agreement for default.

41.2 Contractor shall obtain from all employees performing under this Agreement, prior to commencing any work hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

41.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against

Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 41 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, County shall have the right to participate in any such defense, at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

42. HIRING OF EMPLOYEES

42.1 Consideration of Hiring County Employees Targeted for Layoff/On Re-Employment List

Should Contractor require additional or replacement personnel after the Effective Date to perform the work set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff and qualified former County employees who are on a re-employment list during the term of this Agreement.

42.2 Consideration of GAIN/GROW Program Participants for Employment

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

42.3 Prohibition Against Inducement and Persuasion

42.3.1 Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

42.3.2 Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform work described in this Agreement, in the event that: (i) County has the right to terminate this Agreement pursuant to Paragraph 23 (Termination for Insolvency); (ii) this Agreement is terminated by County due to Contractor's default pursuant to Paragraph

21 (Termination for Default); or (iii) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the System.

- 42.3.3 The prohibition in this Paragraph 42.3 shall not apply to any hiring action initiated through a public announcement.

43. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 43.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 43.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 43 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 21 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 47 (Contractor Responsibility and Debarment).

45. CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Contractor shall comply with the provisions mandated by HIPAA as a Business Associate of County. Upon execution of this Agreement, but no later than commencing performance of work hereunder, Contractor shall execute the Business Associate Agreement attached as Exhibit I (Business Associate Protected Health Information Disclosure Agreement). Should County amend the Business Associate

Agreement as is necessary to comply with the requirements of the Privacy and/or Security Regulations (as such term is defined in the Business Associate Agreement), County shall execute a Change Notice in accordance with Paragraph 4 (Change Notices and Amendments), and Contractor shall execute the amended Business Associate Agreement immediately thereafter.

46. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

47. CONTRACTOR RESPONSIBILITY AND DEBARMENT

47.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

47.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on, County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

47.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of an agreement with County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an agreement with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

47.4 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

47.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.

- 47.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 47.7 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 47.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the requesting Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 47.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 47.10 The terms and procedures of this Paragraph 47 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.

48. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for such work is less than

payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall, at County's sole discretion, either be: (i) repaid by Contractor to County by cash payment upon demand; or (ii) deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid by County to Contractor, but in no event shall County's payments to Contractor exceed the Contract Sum identified in Paragraph 8 (Contract Sum).

49. FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

50. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to [REDACTED], Attention [REDACTED], LOCATION / ADDRESS.

51. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software comprising the Application Software will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the Application Software any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Contract Administrator and County's Project

Manager of all new technologies, methodologies and techniques which Contractor considers to be applicable to the Application Software. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the Application Software, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the Application Software. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the Application Software pursuant to the provisions of Paragraph 4 (Change Notices and Amendments).

52. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

53. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

54. DISPUTE RESOLUTION PROCEDURE

54.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 54 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

54.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.

If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor

shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under this Agreement which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

- 54.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 54.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors (with a copy to County's Contract Administrator) for further consideration and discussion to attempt to resolve the dispute.
- 54.5 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 54.6 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 54.7 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 54, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 54.8 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 23 (Termination for Insolvency), Paragraph 21 (Termination for Default), Paragraph 24 (Termination for Improper Consideration), Paragraph 22 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraphs 15 (Proprietary Considerations) and 20 (Confidentiality), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

55. WAIVER

No breach by Contractor of any provision of this Agreement can be waived unless done in writing. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

57. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

57.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

57.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

58. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Change Notices and Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

59. FORMS AND PROCEDURES

All forms and procedures used by Contractor in implementation of the provisions of this Agreement shall be subject to review and approval by County prior to use by Contractor. Such forms and procedures shall not conflict in any way with this Agreement and shall incorporate the terms and conditions of this Agreement. In the event of any conflict between such forms and procedures and this Agreement, the provisions of this Agreement shall prevail.

60. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United States citizens or legally present and permitted to work in the United States.

61. VALIDITY AND SEVERABILITY

61.1 Validity

The invalidity, unenforceability or illegality of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

61.2 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

62. NOTICES

62.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first-class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely

confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

62.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

62.3 To County

1. [TBD]
Attention: [TBD]
Facsimile: [TBD]
Email: [TBD]
2. [TBD]
Attention: [TBD]
Facsimile: [TBD]
Email: [TBD]

62.4 To Contractor

Attention: _____
Facsimile: _____
Email: _____

62.5 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 62 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

63. CONTRACT MONITORING AND ENFORCEMENT

63.1 The Department shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof. The Department hereby reserves the right to:

1. Assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement; and,
2. Require Contractor to provide such written documentation and/or regular reports, as the Department deems necessary, to verify and review Contractor's performance under this Agreement.

- 63.2 Contractor hereby agrees to cooperate with the Department, County, and any appropriate State or Federal representative, in the review and monitoring of Contractor's services, records and procedures at any reasonable time.
- 63.3 At the request of the Department, Contractor's representatives shall attend meetings and/or training sessions, as determined by the Department, for the purpose(s) of orientation, information sharing, Agreement revision, and/or description of County policies and procedural standards.
- 63.4 In the event County commences legal proceedings for the enforcement of this Agreement, Contractor does hereby agree to pay any sum which may be awarded to County by the Court for attorneys' fees and costs incurred in the action brought thereon.

64. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement is to be interpreted fairly as between the parties and not strictly construed as against either party.

65. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

66. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Director, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Director, which approval shall not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Director.

67. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's Project Director, at County facilities, on a non-exclusive use basis. County will also provide Contractor with reasonable

telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

68. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of Director, County's Project Director, County's Project Manager and the Director of County's Internal Services Department, in their discretion.

69. CONTRACTOR'S OFFICES

Contractor's business offices are located at [REDACTED]. Contractor shall notify in writing the Department, *[Insert address]*, Attention: *[Insert title]*, of any change in its business address at least ten (10) Business Days prior to the effective date thereof.

70. DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the Application Software loaded on CDs or other computer media until such items are delivered to and accepted in writing by County.

71. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance, which might impair his/her physical or mental performance.

72. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

73. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

74. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall immediately, but no later than within one (1) business day, give to the other party notice thereof, with all relevant information with respect

to such actual or potential delay, by telephoning the appropriate personnel of that party, followed by a written notification within one (1) business day.

75. COUNTY POLICY REGARDING RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible for the purpose of this Agreement.

76. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

76.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

76.2 Written Employee Jury Service Policy

76.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 76.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

76.2.2 For purposes of this Paragraph 76, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 76. The provisions of this Paragraph 76 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

76.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the

applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

- 76.2.4 Contractor’s violation of this Paragraph 76 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

77. SURVIVAL

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

- 5.3. Unapproved Work
- 9.5 County’s Right to Withhold Payments
- 10. Warranties and Correction of Deficiencies
- 11. Application Software Ownership
- 14. Indemnification and Insurance
- 15. Proprietary Considerations
- 16. Intellectual Property Indemnification
- 19. Disclosure of Information
- 20. Confidentiality
- 21. Termination for Default
- 22. Termination for Convenience
- 23. Termination for Insolvency
- 24. Termination for Improper Consideration
- 25. Termination for Gratuities

- 26. Records and Audits
 - 35. Compliance with Applicable Laws
 - 36. Fair Labor Standards
 - 41. Employment Eligibility Verification
 - 42. Hiring of Employees
 - 48. County Audit Settlements
 - 49. Federal Access to Records
 - 52. No Third Party Beneficiaries
 - 53. Governing Law, Jurisdiction and Venue
 - 61. Validity and Severability
78. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/
TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

CONTRACTOR

By _____
Signature

Print Name

Title _____

(AFFIX CORPORATE SEAL HERE)

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
Of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By _____
Victoria Mansourian
Deputy County Counsel

**PROBATION CASE MANAGEMENT SYSTEM FOR
THE COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

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**PROBATION CASE MANAGEMENT SYSTEM FOR
THE COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

I. INTRODUCTION

A Contractor Deliverable is a product and/or service specified in this document to be delivered to County by Contractor. Contractor Deliverables include written reports, supported by additional documentation that confirms that the specified Deliverables have been completed as specified. Deliverables will also include software installation, training and Documentation of the Probation Case Management System ("PCMS") components as necessary to constitute a testable package and permit County to adequately perform the acceptance process.

Contractor shall perform, complete and deliver all tasks, subtasks, deliverables, goods, services and other work, however denoted, as set forth below or in any attached or referenced document, in full compliance with this Exhibit A and all elements of this Agreement. Also defined herein are those Tasks and Subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

The general scope of work to be performed under this Agreement, shall include, but not be limited to, providing services and necessary products to design, develop and implement systems interfaces for the Web-based Probation Case Management System (PCMS) to include data conversion development and programming services, and the development of a Juvenile Community Module for PCMS. The PCMS system is not multilingual. Only an English version will be developed.

PCMS consists of two (2) main components: Juvenile and Adult. Services under this contract are specific to the Juvenile component. The Juvenile component consists of two (2) modules: Juvenile Institutions and Juvenile Community.

- The Juvenile Institutions Module
- The Juvenile Community Module

Contractor will be responsible for providing Other Professional Services, including Custom Programming Modifications, Future Interfaces and Post-Implementation Training. Contractor shall, during the term of the Agreement, also be responsible for Maintenance and Support Services, which will include provision of Maintenance Services (updates, etc.) and System Support (help desk, etc.).

The implementation will be successfully completed upon delivery of a sufficiently user tested, fully functional, completely integrated and relational PCMS and procedural processing package that meets the requirements and legal mandates of the County, while addressing all functions and requirements described or referenced within this Exhibit A, including all Attachments hereto.

II. TASKS AND DELIVERABLES

TASK 1 - PROJECT PLANNING**Subtask 1.1 – Develop and Present Project Control Document**

Contractor shall develop a Project Control Document (“PCD”) that shall include, without limitation, a detailed work plan with identified Milestones. Each Task and Subtask to be performed during the design, development, implementation, and operations and support of the web-based PCMS shall be addressed specifically by Contractor in the PCD. Additionally, Contractor shall review the communication process, which shall include, without limitation, weekly Project Status Reports.

As a first step in the preparation of the PCD, Contractor shall review, clarify and refine all project goals. This process shall ensure that all involved parties have clearly defined and agreed upon all project goals. Contractor shall present such goals for written approval to County’s Project Director.

Subsequently, Contractor shall prepare a PCD that, without limitation, accomplishes the following:

- (A) Designs the project’s approach and training strategy for County staff, including trainers, technical staff and end-users, based on County’s requirements and Contractor’s project and training approach.
- (B) Discusses the expected roles and responsibilities of Contractor and County project organizations and develops a communication strategy for sharing the context and vision of the project to the project team members at large.
- (C) Confirms and documents project scope.
- (D) Reviews and confirms detailed project plan, including, without limitation, the resources, dependencies, and start and end dates for all Tasks and Subtasks.
- (E) Defines project communication strategy.
- (F) Defines and documents the project organization, including, without limitation, defining the roles and responsibilities of the project team members.
- (G) Defines testing strategy for all levels of testing.
- (H) Identifies project team.

Contractor shall develop this PCD consistent with this Exhibit A. Contractor shall specifically address each Task and Subtask to be performed in the PCD. The order in which Contractor shall perform the Tasks and Subtasks and the order in which Contractor shall produce the associated Deliverables shall be clearly identified in the PCD. Contractor must

formally present the PCD for written approval to the Director of the County's Probation Department ("Director"). Any subsequent significant modifications to the PCD shall require the prior written approval of the Director. Any subsequent modifications to the PCD, which are not significant, shall require the prior written approval of the County's Project Director. The determination of whether a subsequent modification is significant and requires the prior written approval of the Director or is not significant and requires only the prior written approval of County's Project Director shall be made by County's Project Director in his/her sole judgment.

Contractor may automate the production of PCD components using a County standard software package.

Deliverable 1.1 - Project Control Document

The Contractor shall provide the County with a PCD within one (1) month of the Effective Date. This document shall be updated and maintained throughout the life of the development effort and delivered to the County at the intervals specified in Subtask 1.1 (Develop and Present Project Control Document). The PCD shall include, without limitation, the following components:

- (A) Project approach and training strategy;
- (B) Project organization chart and role descriptions;
- (C) Project scope;
- (D) Detailed project plan;
- (E) Project communications strategy;
- (F) Project organization and roles and responsibilities of team members;
- (G) Testing strategy for all levels of testing;
- (H) Project team members.

The PCD shall be subject to written approval of the Director. Subsequent to the approval, Contractor shall update the Detailed Project Plan and other applicable sections of the PCD weekly as part of the weekly Project Status Reports as set forth in Deliverable 2.1 (Weekly Project Status Reports).

Subtask 1.2 – Define Application Development Methodology

The County requires the Contractor to develop and implement a proven Application Development Methodology ("ADM"). At a minimum, the Contractor shall:

- (A) Describe the Application Development Methodology, including the respective roles and responsibilities of the County and the Contractor, as a component of the Project Control Document outlined in Subtask 1.1 (Develop and Present Project Control Document).
- (B) Define key milestones for the project and expected System Deliverables (e.g. Application Software Components).
- (C) Implement the risk mitigation strategy to ensure the application development meets key Milestones and regularly incorporate updates into the PCD and weekly status reporting as described in Subtask 2.1 (Prepare Weekly Status Reports and Conduct Weekly Status Review Meetings).

Deliverable 1.2 – Application Development Methodology

The Contractor shall provide a detailed description of the ADM to be used throughout the development process. This description shall include, without limitation:

- (A) A description of the processes to be used;
- (B) Roles and responsibilities of individuals in the application development process;
- (C) Expected timeframe of the processes.

TASK 2 - PROJECT MANAGEMENT

Subtask 2.1 – Prepare Weekly Status Reports and Conduct Weekly Status Review Meetings

Under the direction of the County's Project Director and the County's Project Manager, Contractor shall provide full project management and control of project activities for the application development phase of the project. This task shall include, without limitation:

- (A) Planning and direction;
- (B) Evaluation of results and status reporting;
- (C) Incorporation of County's business, security and technical requirements;
- (D) As applicable, incorporation of required software modifications;
- (E) Management and tracking of all issues and their resolution;
- (F) Management of software change control process.

Contractor shall report project status on a regular basis and shall participate in regular weekly and monthly project status meetings. The project and reporting system shall include, but not be limited to, the following components:

- (A) Updated Project Control Document;
- (B) Weekly Status Reports and Meetings;
- (C) Monthly Steering Committee Reports and Meetings;
- (D) Ongoing Issues Report.

As part of project management, Contractor shall ensure that County realizes the maximum benefit from the System provided by Contractor through a proactive and independent review of the project's progress and quality. The Project Status Reports prepared by Contractor pursuant to this Subtask 2.1 shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

Deliverable 2.1 – Weekly Project Status Reports

Contractor shall prepare and present to County's Project Director weekly a Project Status Report to report project progress, plans, and outstanding issues. The Contractor's Project Manager shall meet with the County's Project Manager at least weekly to review these Project Status Reports and any related matters. All variances shall be presented for approval at the Status Meeting. The first weekly report shall be presented to County's Project Manager fourteen (14) calendar days following the Effective Date, in a format approved by the County.

Subtask 2.2 – Prepare Monthly Steering Committee Reports and Meetings

Each month, the Contractor's Project Manager shall prepare a written status report summarizing progress against approved milestones. This report will cover all activities for the preceding month. Contractor's Project Manager shall be required to attend County Steering Committee meetings to present the monthly reports. Monthly Steering Committee Reports and Meetings shall terminate when acceptance testing is completed and approved by the County and the System is fully operational.

Deliverable 2.2 – Monthly Steering Committee Reports and Meetings

Contractor shall prepare monthly status reports and conduct monthly status review meetings as specified in Subtask 2.2 (Prepare Monthly Steering Committee Reports and Meetings). The first monthly report shall be due to County's Project Manager one (1) calendar month after the Effective Date, in a format agreed upon by the County.

TASK 3 – DESIGN SPECIFICATIONS DOCUMENT**Subtask 3.1 – Develop Design Specifications Document – Volume I**

Contractor shall analyze and validate the Functional Requirements set forth in Attachment A.1 (Functional Requirements) and any and all other pertinent material and develop a Design Specifications Document – Volume I (DSD-1), which shall include the following components set forth in such Attachment A.1 (Functional Requirements):

1. Section 1.0 (Common) – except for Items 1.17 and 1.32
2. Section 2.0 (Application Security) – except for Item 2.4
3. Section 3.0 (Registry)
4. Section 4.0 (Case)
5. Section 5.0 (Case Assignment & Transfers) – Items 5.2, 5.3 and 5.6
6. Section 6.0 (Intake) – except for Items 6.26, 6.28 and 6.31
7. Section 7.0 (Juvenile Halls) – except for Items 7.33, 7.34, 7.35, 7.37 and 7.40
8. Section 9.0 (Juvenile Halls & Camps Common Functionalities) – except for Items 9.17 to 9.22

Deliverable 3.1 – Design Specifications Document – Volume II

Contractor shall successfully complete and deliver to County in accordance with Subtask 3.1 (Develop Design Specifications Document – Volume I) the DSD-1, approved by County.

Subtask 3.2 - Develop Design Specification Document – Volume 2

Contractor shall analyze and validate the Functional Requirements set forth in Attachment A.1 (Functional Requirements) and any and all other pertinent material and develop a Design Specifications Document – Volume II (DSD-2), which shall include the following components set forth in such Attachment A.1 (Functional Requirements):

1. Section 1.0 (Common) – Items 1.17 and 1.32
2. Section 2.0 (Application Security) – Item 2.4
3. Section 5.0 (Case Assignment & Transfers) – except for Items 5.2, 5.3 and 5.6
4. Section 6.0 (Intake) – Items 6.26, 6.28 and 6.31
5. Section 7.0 (Juvenile Halls) – Items 7.33, 7.34, 7.35, 7.37 and 7.40
6. Section 8.0 (Camps)
7. Section 9.0 (Juvenile Halls & Camps Common Functionalities) – Items 9.17 to 9.22
8. Section 10.0 (Investigation)
9. Section 11.0 (Placement)
10. Section 12.0 (Supervision)
11. Section 13.0 (Assessment and Automated Case Plan)
12. Section 14.0 (Performance Counts and Management Reports)
13. Section 15.0 (At-Risk Minors)

- 14. Section 16.0 (Administration)
- 15. Section 18.0 (Miscellaneous)
- 16. Section 19.0 (Transportation)

Deliverable 3.2 - Design Specification Document – Volume II

Contractor shall successfully complete and deliver to County in accordance with Subtask 3.2 (Develop Design Specifications Document – Volume II) the DSD-2, approved by County.

TASK 4 – CERTIFICATION OF SYSTEM HARDWARE AND THIRD PARTY SOFTWARE**Subtask 4.1 – Analyze System Hardware and Recommend Changes**

Contractor shall conduct an analysis of the System Hardware described in Section I (System Hardware) of Attachment A.3 (System Compatibility) and make a determination whether such hardware can accommodate, during the term of the Agreement, the Application Software, including associated Third Party Software, necessary to satisfy the Functional Requirements outlined in Attachment A.1 (Functional Requirements) and the capacity and Response Time. If Contractor determines the System Hardware to be inadequate, Contractor shall provide the County with a written recommendation as to the additional System Hardware, including upgrades, necessary to accomplish the work described in this Exhibit A. Section I (System Hardware) of Attachment A.3 (System Compatibility) shall be updated to reflected Contractor's recommended changes.

Deliverable 4.1 – Existing County Hardware Approval and Recommendation of Changes

Contractor shall either (i) certify in writing that the System Hardware shall capable of accommodating, during the term of this Agreement, the Functional Requirements outlined in Attachment A.1 (Application Software Functional Requirements) or (ii) submit a document outlining additional System Hardware and necessary upgrades to accomplish the work described in this Exhibit A, as described in Subtask 4.1 (Analyze System Hardware and Recommend Changes) above.

Subtask 4.2 – Analyze Third Party Software and Recommendation of Changes

Contractor shall conduct an analysis of the Third Party Software described in Section II (Third Party Software) of Attachment A.3 (System Compatibility) and make a determination whether such Third Party Software is compatible with, during the term of the Agreement, the Application Software delivered by Contractor under this Agreement. If Contractor determines the Third Party Software to be incompatible with the Application Software, Contractor shall provide the County with a written recommendation as to the changes to the Third Party Software necessary for it to be compatible with the Application Software. Section II (Third Party Software) of Attachment A.3 (System Compatibility) shall be updated to reflected Contractor's recommended changes.

Deliverable 4.2 – Third Party Software Approval and Recommendation of Changes

Contractor shall either (i) certify in writing that the Third Party Software shall be compatible, during the term of this Agreement, with the Application Software or (ii) submit a document outlining changes to the Third Party Software necessary for it to be compatible with the Application Software, as described in Subtask 4.2 (Analyze Third Party Software and Recommend Changes) above.

TASK 5 – BASELINE SOFTWARE DEVELOPMENT

Contractor shall develop the Baseline Software in accordance with the Project Control Document and the approved DSD-1 and DSD-2.

Subtask 5.1 – Develop Screens – Phase I

Contractor shall develop the Baseline Software screens for the components identified in Subtask 3.1 (Develop Design Specifications Document – Volume I) above, except that the screens for Section 1.0 – Item 1.17 of Attachment A.1 (Functional Requirements) will only include the SDPO View, PO View, SDSO View and Clerical View.

Deliverable 5.1 – Screens – Phase I

Contractor shall complete and deliver the Baseline Software screens developed in accordance with Subtask 5.1 (Develop Screens – Phase I) above.

Subtask 5.2 – Develop Phase II Screens

Contractor shall develop the Baseline Software screens for the components identified in Subtask 3.2 (Develop Design Specifications Document – Volume II) above, with the exception of the screens the SDPO View, PO View, SDSO View and Clerical View under Section 1.0 – Item 1.17 of Attachment A.1 (Functional Requirements), which would have been developed under Subtask 5.1 (Develop Screens – Phase I) above.

Deliverable 5.2 – Phase II Screens

Contractor shall complete and deliver the Baseline Software screens developed in accordance with Subtask 5.2 (Develop Screens – Phase II) above.

TASK 6 – DATA CONVERSIONS AND INTERFACES**Subtask 6.1 – Develop Data Conversions**

Contractor shall develop a detailed Data Conversion Plan to reflect the detailed tasks necessary for the conversion of existing data from the source systems listed in Section II (Data Conversions) of Attachment A.3 (Baseline Application Software) to PCMS, which shall include without limitation the following:

- (A) Schedule(s) for conversion of existing electronic data;
- (B) schemas and programs for converting data from existing Probation systems to PCMS;
- (C) Conversion of paper documents and reports to electronic formats;
- (D) Scanning of current databases to identify any validation issues that should be resolved prior to conversion effort;
- (E) Specified sample records to be monitored to ensure that data converted as intended when records themselves have been converted;
- (F) Definition of controls that will ensure that all records were either successfully converted or identified for exception processing;
- (G) Creation of disaster recovery documentation;
- (H) Definition of methods to be employed to add records to the database if they did not convert successfully.

County personnel will be responsible for providing Contractor with clean data from these source systems. Contractor's responsibility shall be to load the PCMS tables with clean data from such source systems. Contractor will designate a multiple load for the conversion, which will be done in conjunction with County's help. Verifying the accuracy of the converted data is County's responsibility. Converting data accurately is Contractor's responsibility.

The Data Conversion tasks for PCMS will include the following:

- A. Provide an analysis of the mapping of data elements from the source systems (JCMS, PDS, IDC, WITS) to the target system (PCMS). Included in the analysis should be rules for data elements that have specific restrictions. Example: PDJ Number cannot be null, etc.
- B. County will provide the Contractor with clean data from the source systems (JCMS, PDS, IDC, WITS) as of a specific cutoff point.
- C. Contractor will develop the loading routines in PCMS. Contractor will allow for multiple runs of the conversion routines, without affecting the accuracy and completeness of the data.

- D. Contractor will perform a developers' test to validate and resolve the accuracy and completeness of the conversion. County will perform their own test to ensure that the data converted/ migrated to PCMS is complete and accurate.

Deliverable 6.1 – Data Conversions

Contractor shall deliver to Data Conversion programs developed in accordance with Subtask 6.1 (Develop Data Conversions) above.

Subtask 6.2 – Develop Interfaces

Contractor shall coordinate with authorized County staff to develop systems interfaces between PCMS and the criminal justice systems listed in Section III (Current Interfaces) of Attachment A.3 (Baseline Application Software). County will have the responsibility for providing list of values for tables. Examples of this are court departments, camps, and other items that are necessary to make the system operable.

PCMS is a J2EE application that uses Oracle Application Server and Database technologies. The database is Oracle 10g running on HP/UX and the application servers are version 10g running on Windows 2003 servers. The technology used in the interfaces currently in production includes Cloverleaf/Quovadx, PL/SQL programming, C, Java, Oracle database, and Identitech FYI. Knowledge of both the Windows OS and UNIX platforms are required. Knowledge of criminal justice systems is also necessary, as the interfaces receive and send data from other criminal justice systems.

All interfaces shall run in real-time. Exception reports for each key step must be produced to ensure that data problems can be researched and resolved. The system must also be able to handle the stopping and re-starting of processes, so that at any point in time, PCMS will have the most current and accurate data. It also has to accommodate for re-runs – meaning if there were failures in any part of the interface process, staff must be able to restart and re-process any information that has been received from the external systems, but has not been processed in PCMS.

TASK 7 – FORMS AND REPORTS

Subtask 7.1 – Develop Forms and Reports – Batch I

Contractor shall develop the forms and reports identified in Section IV.A (Forms and Reports – Batch I) of Attachment A.2 (Baseline Application Software).

Deliverable 7.1 - Forms and Reports – Batch I

Contractor shall complete and deliver the forms and reports developed under Subtask 7.1 (Develop Forms and Reports – Batch I) above.

Subtask 7.2 - Develop Forms and Reports – Batch II

Contractor shall develop the forms and reports identified in Section IV.B (Forms and Reports – Batch II) of Attachment A.2 (Baseline Application Software).

Deliverable 7.2 - Forms and Reports – Batch II

Contractor shall complete and deliver the forms and reports developed under Subtask 7.2 (Develop Forms and Reports – Batch II) above.

Subtask 7.3 – Develop Forms and Reports – Batch III

Contractor shall develop the forms and reports identified in Section IV.C (Forms and Reports – Batch III) of Attachment A.2 (Baseline Application Software).

Deliverable 7.3 - Forms and Reports – Batch III

Contractor shall complete and deliver the forms and reports developed under Subtask 7.3 (Develop Forms and Reports – Batch III) above.

TASK 8 – TEST PLANS AND TEST CASES

Subtask 8.1 – Develop Specifications – Volume I

TBD

Deliverable 8.1 – Specifications – Volume I

TBD

Subtask 8.2 – Develop Specifications – Volume II

TBD

Deliverable 8.2 – Specifications – Volume II

TBD

TASK 9 – APPLICATION SOFTWARE DEPLOYMENT

Subtask 9.1 – Develop Deployment Plan

TBD

Deliverable 9.1 – Deployment Plan

TBD

Subtask 9.2 – Deploy Application Software

TBD

Deliverable 9.2 – Deployed Application Software

TBD

Subtask 9.3 – Convert JCMS, PDS Data

TBD (includes QA)

Deliverable 9.3 – Converted JCMS, PDS Data

TBD (includes QA)

Subtask 9.4 – Convert WITS, IDC Data

TBD (includes QA)

Deliverable 9.4 – Converted WITS, IDC Data

TBD (includes QA)

Subtask 9.5 – Provide Group I Interfaces

TBD

Deliverable 9.5 – Group I Interfaces

TBD

Subtask 9.6 – Provide Group II Interfaces

TBD

Deliverable 9.6 – Group II Interfaces

TBD

TASK 10 – ACCEPTANCE TESTING

Once the software development has been completed, the testing phases shall be performed. The County's approval is required before any of the phases shall be considered complete. All test cycles will be repeated as necessary.

Subtask 10.1 – Conduct System Test

County and Contractor jointly will perform System Testing. This test shall be performed with a simulated full load in a test environment created by Contractor. There shall be several cycles of the test performed (testing shall be repeated as necessary) before System Test is complete. When System Test is completed, the Application Software shall be ready for implementation.

Contractor in conjunction with the County shall develop a test plan for the entire Application Software. This plan shall include, without limitation, test scenarios that specify the test and expected results. County will perform testing effort with assistance of Contractor. Results of the System Test shall be documented, reviewed and approved by County. Contractor shall perform any necessary corrections to the Application Software and will be fully available and responsive during this effort. System Test shall not be considered complete until the County's Project Director has accepted the results.

If significant programming changes are made in the course of System Test, User Test may need to be repeated, as determined by County. During this testing period, all personnel designated by the County's Project Director to participate in Acceptance Testing shall have unlimited access to the new Application Software for the purpose of evaluating its functionality.

Deliverable 10.1 - System Test

Contractor shall provide detailed test plans and scenarios for the System Test phase of the project for written approval by County's Project Director. Such test plans and scenarios shall be completed prior to commencement of the System Test.

The completed test plan shall include, without limitation, the tasks and planned dates for completing the System Test phase, the test plan scenarios showing each of the tests to be performed, the expected results and the documentation of the test results.

Subtask 10.2 – Conduct User Test

TBD

Deliverable 10.2 – User Test

TBD

TASK 11 – APPLICATION TRAINING

Subtask 11.1 – Develop Training Plan

Contractor shall prepare and implement a comprehensive training program, including, without limitation, any necessary training materials. The training program shall include training courses addressing train-the-trainers for the County's technical staff, end-users and trainers respectively.

As part of the Training, Contractor shall provide the designated County groups with extensive working knowledge of the Application Software capabilities.

Deliverable 11.1 - Training Plan

For the purpose of conducting training, Contractor shall plan and create a training environment at the County site separate and distinct from the testing environment.

Contractor shall develop a detailed plan to provide Training to County staff on the use of the Application Software.

Subtask 11.2 – Conduct Staff Training

Contractor shall conduct staff Training. Contractor shall provide the designated County groups with extensive working knowledge of the Application Software capabilities.

Deliverable 11.2 – Trained Staff

Contractor shall deliver training classes and training materials consistent with the classes described in the County-approved plan and certify in writing that all training as described in Subtask 11.1 (Train County Staff) has been successfully completed. Contractor shall deliver electronic links to any on-line help and Documentation files for the System Software, if the electronic format is provided.

TASK 12 PROVIDE MAINTENANCE AND SUPPORT

Contractor shall provide Maintenance and Support services in accordance with the requirements of this Agreement, including Exhibit D (Maintenance and Support Services). Maintenance and Support services include Maintenance Services consisting of Updates, which include, but are not limited to, modifications, upgrades, updates, new releases and enhancements to the Application Software, as well as operation Support Services, which includes, but is not limited to, help-desk support during the hours of operation ("Help Desk"), as requested by County.

The operational Support Services shall commence upon completion of the development activities and shall continue during the term of this Agreement, if elected by County. Upon completion of the development activities (e.g. ninety (90) days of successful performance post-implementation), Contractor shall provide to County operational

support (“Support Services”) through the remainder of the term of this Agreement. The System Support services shall include, without limitation:

- (A) Support for Application Software issues/problems;
- (B) Support for Application Software upgrades, updates, new releases, etc;
- (C) Support for Application Software fixes, patches, etc.;
- (D) Access to knowledgeable Contractor personnel (i.e., Help Desk) who can answer questions on the use of the Application Software or provide analysis on solutions to operational problems County may encounter during the hours of operation: daily between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excepting County holidays (“Support Day(s)”), and at such other times as County may require.

Deliverable 12 - Maintenance and Support

Contractor shall provide Maintenance and Support services, consisting of Maintenance Services and operational Support Services, if elected by County in accordance with the requirements of this Agreement during the term of the Agreement.

Maintenance Services and operation Support Services shall be provided in accordance with Task 11 (Provide Maintenance and Support), Exhibit D (Maintenance and Support Services) and the body of this Agreement and shall include, but not be limited to:

- (A) Providing and maintaining Application Software, as appropriate;
- (B) Providing Application Software Updates, as appropriate;
- (C) Responding to operational support requests made by County.

TASK 13 – OTHER PROFESSIONAL SERVICES

TBD

ATTACHMENT A.1
FUNCTIONAL REQUIREMENTS
FOR
PCMS

I. INTRODUCTION

This document describes the scope for development of a new enterprise Probation Case Management System (PCMS). Some of the goals are as follows:

- Enable the Probation Department to go to one system that will contain all the information about its probationers. Currently, the Probation Department uses more than 5 systems to perform the management as well as the intricate operations of the department.
- Provide a case assessment and planning that will improve the care and rehabilitation of its probationers, which ultimately results in less crimes.
- Allow for a measurement of the results of the programs and services that are offered and made available to its probationers.
- Enable management to assess the workload, as well as accurately plan for staffing.
- Provide management as well as the rest of the Probation Department officers and employees the capability of making decisions and be more efficient in: recommending sanctions to the court, enforcing court orders, operating correctional institutions, incarcerating delinquents, assisting victims and providing corrective assistance to individuals in conflict with the law.
- Better organized PCMS information will enable the Probation Department to provide improved care and rehabilitation services resulting in a ***reduced number of reoccurring cases***, and lower overall costs. The system will be able to measure this performance and many other metrics in order to help the Probation Department be more cost effective, while improving services.
- The integration of the system reduces any double data entry as well as correct any redundancy or inaccuracy of information brought about by having multiple systems. The labor cost associated with reconciling information, as well as creating reports from various systems will reduce cost. This may ultimately provide ***reductions in future Probation Department's hiring requirements***.
- Reduce maintenance cost

II. FEATURES LIST

This development phase will cover only Juvenile Probation. Adult Probation will be at a later phase. Below are the various PCMS module descriptions. Each one of these modules is covered in detail in the PCMS Summary of Business Requirements which is included here as Appendix A. Items that are indicated as not in scope in Appendix A will not be developed at this time.

1. Application Security – includes logging in/out, as well as establishing the access of the users based on responsibilities that a user performs.
2. Common – functions that apply globally across PCMS are included in this module
3. Registry – contains the common data elements such as demographics that apply cross the application.
4. Intake – the information flow from the time the juvenile first encounters the Probation system. The intake information will be updated by various users, depending on where the juvenile is in the Probation System process.
5. Case – includes the establishment and management of the case
6. Case Assignment and Transfer – this module covers the assignment, or transfer of case/s to Probation Officers
7. Investigation – this module covers functions performed by the Juvenile Field Services Bureau.
8. Institutions – this module will cover the processes that are performed when the probationer is housed in a Probation institution such as halls or camps.
 - Halls
 - Camps
 - Common Shareable Functions Between Camps and Halls
9. Supervision
10. Assessment and Case Planning
11. Transportation
12. Placement
13. Other Features
14. At Risk
15. Administration
16. Miscellaneous
17. Forms and Reports – Probation Department is in the process of identifying 72 forms and reports that will be developed by Capita, given the timeline for the project. The rest of the forms and reports will be developed by ISO.

III. PHASE I Estimated Deliverables and Time Lines

Deliverable	Estimated Deliverable Date
Design Specifications Document	April 15, 2005
<p>Milestone 1 – Completion of Development of PCMS Features Listed Below Only:</p> <ol style="list-style-type: none"> 1. Common Components – Section 1.0 of the Requirements Document except for 1.17 which will only include the SDPO View, PO View, SDSO View and Clerical View. 1.32 is not in scope for Phase I. 2. Application Security – Section 2.0 except for 2.4 3. Registry – Section 3.0 4. Case – Section 4.0 5. Case Assignment and Transfer - Only 5.2, 5.3 and 5.6 6. Intake – Section 6.0 except for 6.26, 6.28 and 6.31 7. Halls – Section 7.0 except for 7.33, 7.34, 7.35, 7.37, 7.40 8. Camps – Section 8 9. Common to Halls and Camps – Section 9.0 except for 9.17 thru 9.22 10.No forms or reports will be developed for this milestone. 11.There will be no deployment task for this milestone. Capita will install a copy of the completed 	May 30,2005

PCMS Scope – Draft

features in Probation's server, so that Probation can start testing the partial system.	
Development of Remaining PCMS Features as denoted in Appendices A and B	November 30, 2005
Development of 72 PCMS Forms and Reports	November 30, 2005
Test Plan	July 30, 2005
Deployment Plan	May 30, 2005
"Train The Trainer" Document	August 30, 2005

Appendix A – Summary of PCMS Business Requirements

Req #	Description
1.0 Common	
2.1.	Maintain a virtual case file and eliminate most of the paper file, based on the list of documents that needs to be retained in paper form. This list is to be supplied by each Bureau. Currently in some Probation systems the paper files are automated. The virtual PDJ file will eliminate the need for PDJ file paper tracking functions that exist in JCMS. If the documents are in PCMS, the user can still create their own paper version of the forms.
2.2.	Use of a Universal Probation Number (UPN). This is a new identification number in addition to the existing PDJ Number, JAI Number, X-Numbers. This will be the primary identification number for Probation Department that would remain the same for a person over time (from Juvenile to Adult) and across all Court Case Numbers.
2.3.	PCMS will allow for the entering of minute order information. There is an issue in regards to the accuracy of minute order data entered by court staff in JAI. One of the issues identified is the accuracy of the court dates and the validity of the request for court reports accompanying such court dates.
2.4.	System audit trail (identification of user by each entry) – PCMS must provide a complete audit trail that identifies the user and time/date stamps of all the entries. ISO personnel can track all entries. Recommended method of display on a screen from the Policy Issues is name, Area Office/operation, caseload (e.g., “Smith-CR-Clerical”, “Doe-CR-RI15”). Suggested implementation is “E99999, Imelda Ford, GV, 07/01/2004 10AM”. Employee #, Full Name, Area Office, Date, Time.
2.5.	Identifying the source for some data elements information (gang affiliations) – The system can have a “mandatory” field where the user is required to identify the source. This will be used for the entire Probation Department. Example: Court reports require identification of sources.
2.6.	Level of data integrity versus work stoppage through “mandatory” data entry elements. It is recommended that Bureaus identify critical data items that warrant consideration for being mandatory or that may require override and immediate notice. PCMS to provide the ability to mandate required fields, perform override functionality, and provide notification.
2.7.	Data entry requirements by function – Identifying data entry responsibilities. PCMS committee to provide a list of suggested responsibilities. The recommendation is that Directives that set policy be made available. PCMS to perform system checks wherever possible.
2.8.	DHS and DMH functional and data dependencies – Interfaces and/or data entry by DHS and DMH. There is a similar issue with DCFS (Problite and/or CDSS and CWS/CMS (Child Welfare Services/Case Management System)). These issues require inter-agency agreements and are not directly system design matters. PCMS can include interfaces and/or the capacity for these

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Req #	Description
	other agencies to enter data directly into the system. Note: This is an area where HIPAA concerns arise. Where data is stored and what data can be transferred and stored are legal issues that probably require County Counsel opinion. Interfaces are not part of Phase I and are being prioritized by ELT.
2.9.	Consistent process versus individual needs – It has been an assumed policy to date that whatever process is developed, it should be uniform (to the extent possible) throughout the Bureau or operation. For example, intake process, time tracking, release processing, etc. should be consistent among all camps (with the exception of DKC). The same is true for Juvenile Halls and area offices. Each Bureau is responsible for approving the uniform process.
2.10.	Attaching scanned documents – The policy issues here will be impacted by decisions on virtual file issues mentioned in Req #1. Scanning functionality and the ability to store the scanned images is a capability of the PEDMS. Also PCMS would require interfacing with PEDMS for archiving of documents.
2.11.	Compliance policy for staff – Notifications and alerts generated when not in compliance, including “mandatory” data entry, exception reporting and notices, etc This is also covered under other items.
2.12.	PCMS to follow CJIS Standards for data entry.
2.13.	PCMS to follow use of standard abbreviations throughout the system. PCMS will develop a table of abbreviations for each office/operation/facility and any sub-abbreviations indicated. Bureaus to submit a list of the abbreviations that they want to standardize on.
2.14.	PCMS will provide a system-generated PDJ Number, instead of allowing the users to type in the folder number as the PDJ Number. PCMS will also provide a system generated Youth Id, which is used for at-risk minors and a system generated number for Civil Cases.
2.15.	Need a system-generated UPN (Universal Probation Number), as well as Family Identifier. The family identifier should be restricted to special use. Similar to Req #2
2.16.	Have system alerts that will show the user relevant information pertaining to the user’s job function. Examples: a) Minor that is due to be released for the day, with all the relevant items that need to be checked by the Probation Officer. b) Alerts on Expiration. This is similar to Req #30. A consolidated list of alerts will be provided to the Focus Group for review.
2.17.	There should be specific fields on data entry screens for various users to access, or special views, depending on the users’ job functions. Below are the samples of views that will exist in PCMS: Management View SDPO View SDSO View

PCMS Scope – Draft

Req #	Description
	STD View Probation Officer View Camp View Detention (Halls) View Transportation View Court Officer View Clerical View Limited View for external users (May only show specific screens) Placement View
2.18.	Provide a consistent display of user interface components. Please refer to the User Interface Design Presentation presented by Capita and approved by the Steering Committee.
2.19.	Provide a consistent interaction style with the system. Please refer to the User Interface Design Presentation presented by Capita and approved by the Steering Committee.
2.20.	Provide consistent layout and sizing of components throughout the system
2.21.	Provide consistent naming of labels and fields
2.22.	Provide consistent searching abilities throughout the system, including wildcard and sound alike searches (SOUNDEX).
2.23.	Provide display of abbreviated alert messages in the page header area. For case-specific pages the alert pertains to the minor. For non-case pages all alerts belonging to the logged in user (e.g. DPO) will be displayed
2.24.	Provide capability to view accurate and up-to-date alert details for the juvenile. SDPO/SDSO will have the capability of overriding the alert with an accompanying tracking for the reason.
2.25.	Provide capability to accurately determine the current location and status of the minor
2.26.	Provide capability for users to cancel delete operation before it occurs
2.27.	Provide capability for a user with proper permission to mark a record to be deleted while keeping the information in the database. Deletion is marked as "Deleted". Records are kept for audit trail and not removed from the database.
2.28.	Provide accurate feedback to user when system performs or fails to perform an operation
2.29.	Provide capability for user entering data to indicate the source of the data for certain fields (i.e. Minor Alias)
2.30.	Provide capability to validate data entered
2.31.	Provide capability to access all forms that are currently Probation supported. All forms to include the official Probation Number on the bottom of each form.
2.32.	Provide capability to create all court reports in electronic form and allow for printing of a hard copy. This functionality may be shared across different modules.
2.33.	Ability to track the movement of some of the physical folders including PDJ file, Dummy file, Behavior Chart (this is only for Halls and Camps). Tracking

PCMS Scope – Draft

Req #	Description
	of folders handles only the sending and the acknowledgment of the receipt of the file.
2.34.	PCMS will not provide capability to receive minute orders electronically from the Court as the Court owns the legal documents. There are no technical limitations to receiving the information, but this action requires that the Court transmit the minute order information to PCMS. The ability to receive minute orders electronically from the Court is a business issue that the ELT needs to resolve. There are no technical limitations to receive the information, but it requires that the Court sends it to PCMS.
2.35.	Wherever applicable in the system (including forms and reports), all Probation staff will be identified by name and employee number. Name will be the primary means of identification of the staff.
2.36.	PCMS to provide a mechanism to perform ad hoc reporting, which will enable the users to run some ad hoc queries and reports. In order to meet the timeline, Capita will ensure that the data gathering, as enumerated in this document is sufficient for ISO to continuously provide the ad-hoc reports. There are no items to be developed by Capita on the ad-hoc.
2.37.	DNA - PCMS to provide the capability of producing management reports that include case numbers, ID numbers, cases where DNA is required, cases where there is compliance, cases where there is non-compliance, date of court order (if ordered through court), date of sustained felony petition (current or prior)
2.38.	<p>DNA – PCMS to track the following information to facilitate the DNA collection:</p> <ul style="list-style-type: none"> Whether or not the present <i>sustained</i> charge was a felony or misdemeanor. Whether or not there are prior <i>sustained</i> felony charges in the minor's record. In addition to the felony category, there are certain misdemeanors (specified in the law) that also require DNA sampling. Check-off when DNA sample is required. A flag/alert when a sample is required. A check-off when the sample has been obtained (the requirement met). Automated notices to DPO of record, SDPO, IDC, Camps Office, Central Placement, various administrators, within the same alert mechanism that PCMS provides.
2.39.	For those minors who are 14 years or older of age, PCMS to alert the DPO of record about the TILP eligibility of the minor.
2.0 Application Security	
2.1.	Ability to set access based on role. Menus will be accessible only by role definition. For the first phase, if the user has access to the screen, the user will be able to perform allowable actions within the screen. The functions available in PCMS will be grouped based on access roles. A user will need to be mapped to a role that defines all functions he needs to be able to do.

PCMS Scope – Draft

Req #	Description
	A function will correspond to a screen.
2.2.	Ability to make changes in the system by appropriate users – The policy has been that all changes remain a matter of record. PCMS Committee to work with Capita on user friendliness in correcting errors. All entries are to remain recorded. PCMS will provide the ability to update and correct data and store the history of the changes.
2.3.	Access levels and overrides by level/role– Broad override capability at the SDPO level. PCMS Committee to submit a list of overrides and access level definitions. Bureaus to submit list of critical entries/tasks warranting workflow, desired immediate notice items, real time exception reports and monthly exception reports. . The Acting SDPO will also be given same access.
2.4.	CBO access and data entry responsibility – PCMS is to be made accessible to CBO's. (CBO's are not Probation Department employees...) Decision from Juvenile Field Bureau, Detention Services Bureau, and Residential Treatment Services Bureau will be needed. For the first phase, since PCMS will be deployed on the intranet, CBO's will not be able to access PCMS.
2.5.	Track user access for specific functions within PCMS. It should not be for all the functions, as there is a big overhead in terms of keeping an extensive tracking. Example: Changes on a minor's case status will be tracked, but doing a search on a minor whose last name starts with "Sm" may not need to be tracked.
2.6.	Provide capability to restrict access to application unless the user is successfully logged on
2.7.	Provide capability to restrict users from accessing parts of the system that they do not have permission to view
2.8.	Provide capability to persist the username and time stamp for all record inserts, or updates. This is already covered in Requirement 1.4.
2.9.	Provide capability for an audit trail for the request of printing of forms, reports and letters that contains the form/report name, username, and time
2.10.	Passwords will follow CJIS security policy standards, as they exist at the time of development.
2.11.	Provide capability to disable pieces of the user interface that the current user does not have permission to access
3.0 Registry – Search, Demographics or Case Initiation	
3.1.	For demographic information only the DPO or SDPO of record will be allowed to do any updates or changes. . *Note: PD can specify who will have access to this requirement through the user profiles. Example: DSB Staff has requested that they should be able to change this information as they gather much of this information. The user profile will designate whether a user has access to this functionality.
3.2.	The PCMS Registry will be used to perform analysis and reports on individuals and families in both adult function (later Phase) and juvenile function (Phase 1).
3.3.	Provide capability to enter new or update existing demographic information

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Req #	Description
	via the demographic screens in Registry. This information will be accessible and auto-populated wherever applicable in the rest of the application.
3.4.	Ability to search minor by address and name. Similar search feature to be available when searching for parents
3.5.	Ability to search minor by gang, crew, tagging crew, organized crime groups, terrorist groups, etc., zip code, street, city, address group (street+city+zip code), supervisorial district, SPA, offense and companion
3.6.	Provide capability to enter multiple names and aliases for each minor and display the username of the person who entered the alias information
3.7.	Provide capability to enter multiple addresses for a minor, and the type of address. PCMS will use a third-party tool that will validate the address entered.
3.8.	Provide capability to enter the physical markings (scars, marks, tattoos, ...) for each minor
3.9.	Provide capability to enter multiple identifiers (SSN, Driver's License, Foreign Consulate Identification Card, etc.) for each minor. PCMS will give a duplicate identifier warning in case a minor is using an identifier that is already known in PCMS to belong to another minor.
3.10.	Provide capability to enter multiple phone numbers for the minor, by types.
3.11.	Provide capability to enter multiple birthdays and place of birth (City, State, Country)
3.12.	Provide capability to search relation and interested party records in the system
3.13.	Provide capability to enter relation and interested party demographics (including primary language, interpreter needed, criminal history, deceased date) and contact information for the minor. If the relation is also in the PCMS database, provide the capability of warning the user that the relation is possibly on probation and already exists in the PCMS database.
3.14.	Provide capability to enter contact information. This requirement is addressed in Req. # 12.10
3.15.	Provide capability to enter employment history for a minor
3.16.	Provide capability to add employment supervisor as a contact for the minor
3.17.	Provide capability to enter education history for a minor
3.18.	Provide capability to enter and update gang affiliation for a minor
3.19.	Provide capability to enter gang non-association information for the minor
3.20.	Provide capability to enter and update physical characteristics (height, weight, sex, race, eye color, hair color,...) of minor
3.21.	Provide capability to enter and update minor-specific alerts (medical, suicidal, warrants, etc....)
3.22.	Provide a capability for indicating whether a juvenile/case is a High Profile case, and limiting the access to such High Profile cases. Only specific users will be allowed to view/access High Profile cases. This is not a "role" based security, but a user-specified capability.
3.23.	Provide capability to track the username, date and time when demographic information is entered, modified, or deleted

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3.24.	S.E.O – Ability to search by address, city and/or zip code, by specified location, by gang, aliases, or offense, by those on bench warrant status or those who have specialized conditions, such as search, narcotics, sex offender, etc.
3.25.	S.E.O – Cross-reference other family members on probation or known associates and/or companions and be able to retrieve this information
3.26.	Update of physical characteristics, particularly minors, with every arrest.
3.27.	Current school information, including school attended, grade, track, grades/credits, behavior (including suspensions and expulsions), attendance/absences/hours of attendance and start/stop dates (with reason, grad date, GED/High School Equivalency Exam dates.
3.28.	If the user enters a search parameter that has more than 50 search results, issue a message that the search is not specific enough, and present a dialog that asks to proceed or cancel.
3.29.	Demographics to provide a check box for any parole activity at Home. DPO or above has access to update/enter this information. Provide capability to add details of the parole activity on a Home Situation tab. This tab is used to track the other residents of the home, names and addresses if different, minor address, parent address if different, parole status and other criminal activity. A comment field to be available to enter any miscellaneous information.
4.0 Case	
4.1.	<p>In the adult criminal justice system, a criminal court case may result in a grant of formal probation made to a person (a probationer). Multiple grants may be made to one person, each with a different Court Case Number, with its own sets of conditions of probation, termination dates, etc. For example drug testing on one grant, and search and seizure on another grant. Because each formal grant may have a different termination date, the terms and conditions currently in force are the cumulative terms and conditions associated with all active formal grants. Adult probation terms and conditions are imposed per case, but they are enforced per person. [In addition to formal grants of probation administered by the Probation Department, the Court can also impose a conditional sentence, also known as “court probation,” or “summary probation” which may also have terms and conditions but falls outside the jurisdiction of the Probation Department.]</p> <p>Conversely, in the juvenile justice system probation is a single state for a minor, and multiple grants are not possible even if there are multiple cases. One consequence is that violations of probation are not tied to specific grants and specific juvenile court cases; the state of being on probation in the juvenile justice system is person-based, while in the adult system it is case-based. Majority of the time, the minor has one Court Case Number, with multiple arrests, charges, etc.</p> <p>It is a PCMS requirement to be able to track both person-based as well as</p>

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	<p>case-based and track Court Case Number in the juvenile section of the application. PCMS will track the following with definitive statuses and start and stop (termination) dates:</p> <ul style="list-style-type: none"> Referred charges pertaining to a minor (person) Charge status and date Petition Date Referral date Arresting agency Arresting agency ID Arrest Details Arrest Date Dispositions on each charge (court/non-court/DA dispo). <ul style="list-style-type: none"> Investigating DPO can recommend informal probation, which is to be tracked. Non-court order dispositions are Probation dispositions not resulting from a court order. Probation enters the disposition into the system. Dispositions dates Cycle (stage) within the Probation cycle in which the minor (person), as well as each of the charges against the minor, and the corresponding start and stop dates for each cycle and status. Victim information for each charge/case Civil Cases <p>PCMS shall also automatically print out the Victim Notification Letter upon an arrest.</p>
4.2.	PCMS will allow for classification/ ranking of charges/ offenses.
4.3.	PCMS will allow for entry of probation recommendations
4.4.	PCMS will allow for entry of recommended and ordered conditions of probation.
4.5.	PCMS will allow for closure/termination of cases, as well as sealing of cases.
4.6.	PCMS will allow for the entry of sustained, reduced or dismissed petitions. It will also allow any additional counts to a charge.
4.7.	PCMS will allow for entry of events related to the case. Such events may include DA filing decision, court action, etc.
4.8.	<p>PCMS will allow for tracking of the different types of hearings for a case and the corresponding dates and types of court reports due for the hearing. Below are the different types of court hearings:</p> <ul style="list-style-type: none"> Arraignment/ Detention Hearing (based on Date/Time of arrest) Preliminary Hearing Merits Hearing Disposition Hearing/ Adjudication Hearing Permanency Hearing Progress Hearing Notice Hearing (777 WIC)

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Req #	Description
	<p>Pre-Plea Warrant 778 WIC Fitness Hearing 241.1 Hearing 1300 WIC (inter-state compact) Dennis H William M</p>
4.9.	<p>Scheduling and appointment functions within PCMS:</p> <ol style="list-style-type: none"> 1. Assigning, monitoring, and completing tasks related to specific events (e.g., interviews, compliance verification) beginning with the initiation of an investigation or supervision case and culminating with appropriate reports. Pretrial and pre-sentence investigative reports result most commonly in recommendations to the court, and supervision results in monitoring outcomes and preparing progress reports until the date of discharge, except for summary probation. 2. Monitoring deadlines pertinent to the production of information necessary to the adjudication process and the continued monitoring of compliance requirements. This necessitates the ability to track appointments, interviews, and other stipulations of the court. An efficient method for maintaining the specific details of these appointments, including outcomes, is imperative. Other deadlines are established for the submission of documents (e.g., to the court) and the completion of other actions and tasks (e.g., submission of drug test results), as well as probation progress reports. These deadlines often conform to time intervals based on the case type, risk assessment and other indicators used to evaluate the offender. The established time intervals define the schedule within which the case moves toward completion of specific requirements, whether revocation or the actual completion and closing of a probation case. 3. Making staff appointments with judicial officers and appearances at judicial proceedings. Because the probation agency is charged with monitoring the minor's progress, significant weight is placed on hearings performed by the DPO and that individual's professional opinion regarding the progress of the case. Along with staff appearances at judicial proceedings, documents generated by the PCMS that provide evidence of adherence to court directives and compliance with the rigors of the specific remediation or restitution ordered are vital in presenting accurate information on the individual for court support units, courts, (Criminal Justice) CJ agencies, and Non-CJ agencies. While most probation agencies regard the scheduling of events as administrative activities and not part of the official probation record, these events may initiate an action that is or will become part of the official probation record or the official record of other justice partners such as related entities for court support units, courts, CJ agencies,

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Req #	Description
	and Non-CJ agencies. For example, an event that violates time standards because it does not occur by its scheduled deadline may initiate a hearing to determine why the case is out of compliance; the hearing would then be scheduled or placed on a schedule or agenda for supervisory or judicial review, and would become part of the official probation record and possibly part of the official court record. The Scheduling function covers scheduling with respect to probation event, task deadlines, and judicial proceedings, and it covers the resources required within a PCMS to perform and provide the desired level of functionality.
4.10.	PCMS will have the capability of receiving official court dates. It will also have the capability of maintaining court dates for the minor.
4.11.	PCMS will track court reports due for the case.
4.12.	PCMS will track various person(s) related to the minor as well as to the case (charge or group of charges). Examples: Parents, DPO, Victims, Co-defendants, Keep Aways, Companions, etc. Interested Parties information to also include DCFS and Mental Health Officer's name and phone number whenever applicable.
4.13.	Alerts on minors with outstanding bench warrant. Also alert the DPO of record, mobile team, SEO, CDP DPO that the minor is in violation, detained or has been arrested on a warrant.
4.14.	For cases on warrant status or pending investigation, flag feature directing that a specific DPO be contacted regarding any additional pertinent information on the case and/or the minor
4.15.	Multiple units to sign-off when a case is closed – This is an accountability factor. PCMS to maintain a beginning and ending date for each event. Ending one grant of probation cannot close the case in juvenile.
4.16.	Provide capability to track the highest sustained charge for every minor.
4.17.	Provide capability to search and to browse prior Case Information for a minor. The history information may include, among others: Previous case details Events for the selected case Offenses for the selected case
4.18.	Provide capability to maintain important case details in the system: Case number Offender's information Case Type Case Status
4.19.	Provide capability to maintain case events information: Date Time Event Type Event Subtype Location Comment

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Req #	Description
	<ul style="list-style-type: none"> Status Request a report Create an entry in the Events Scheduler Arrest Details
4.20.	Provide capability to schedule Events, delete and update events and appointments
4.21.	Provide capability to maintain case offenses: <ul style="list-style-type: none"> Type Offense Date/Range Modify alleged offenses to reflect the Petition filed Status
4.22.	Provide capability to maintain identifiers related to the case: <ul style="list-style-type: none"> Arresting Agency File Number Booking Number D.A. File Number Court Case Number Court Department (E.g. Department 201)
4.23.	Provide capability to map companions including their offense, recommendation, disposition, court case #, disposition date, court location and DPO of record
4.24.	Provide capability to consolidate cases – combine two or more legal cases together to create one case. This requirement will also include the ability to consolidate multiple cases from multiple jurisdictions. Please note that the user will have to enter the details of the case from other jurisdiction using the same process as one would in a case within the county. This is useful when a judge issues one probation order that covers sustained petitions on more than one case. (This requirement may not be necessary if we layout the functionality in 4.1.) <ul style="list-style-type: none"> We can consolidate only two cases at a time. The newer case is merged into the oldest case. Oldest case status remains Active and the newer case status is consolidated. If we combine a case that has orders, requests, and conditions attached to it, they will be closed. Cases can only be consolidated if they are from the same court PCMS will track the connection of the consolidated case to the case that has been deleted with a pointer record. (To/From Case)
4.25.	Provide functionality to un-consolidate cases
4.26.	Arrest information is entered into the system during the Intake process. This information can be modified from the case module
4.27.	Provide capability to discharge orders and requests. The following information is required for this procedure: <ul style="list-style-type: none"> Discharge Date Reason Authority

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Req #	Description
	Comment
4.28.	<p>Provide capability to delete court orders and referrals. The current flow in JCMS:</p> <p>Court Orders and Referrals must be discharged first, and then deleted. Charges are then deleted before case events.</p> <p>Related case events are deleted before a case can be deleted</p> <p>If there are Conditions of Probation related to the minor to be deleted, they must be deleted first.</p> <p>Deleted items are completely removed from the minor's record.</p> <p>All the deletions can be tracked in the system including the date deleted and the employee ID</p>
4.29.	Provide capability for inquiry of Court Orders and Referrals.
4.30.	Provide capability to delete Conditions of Probation. The deletions can be tracked by the date deleted and the employee ID.
4.31.	Provide capability to supervise Court Orders – maintain all Court Orders and Conditions of Probation per Court Order.
4.32.	Provide capability to maintain other jurisdiction offense information – record information about minor's contacts with law enforcement in another county or state. Comparable code or their code – 1308 WIC and description of charge in arrest record. Provide capability to enter city ordinances, county ordinances, other ordinances or out-of-state codes as free form text broken down by type. There will not be any validation on this free form text.
4.33.	Provide capability to auto-generate a request for court report and assign to a DPO/SDPO (if one already assigned) when a court event is entered on the case
4.34.	Provide capability to generate a transcribing list and to generate a list of dictation Court Reports for transcription. This requires that the user enters the data needed in PCMS to generate the list.
4.35.	PCMS will not provide capability to forward the requested court report for delivery to the court. PEDMS currently handles this functionality. PCMS will interface with PEDMS post April 15.
4.36.	Ability to enter a Case Notes (formerly ROS) entry. With regard to field contacts and/or detained violations, alert the DPO of record when they Case Note is added to the system. Do not alert if the Case Note is added by the DPO of record.
4.37.	All Case Notes (formerly ROS) entries to automatically include the employee identification number, name and work location, date and time.
4.38.	Provide capability to create new Case Notes (compiled as part of Record of Supervision).
4.39.	Provide capability to view/update/delete Case Notes. An existing Case Notes should not be editable, only new Case Notes can be entered or appended to the existing Case Notes. Case Notes can only be deleted by a SDPO. All Case Notes to be marked for delete but not completely removed from the tables. The person and date the Case Notes was marked for delete is to be logged.

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4.40.	Provide capability to list all Case Notes for the case.
4.41.	PCMS will provide the capability of generating letters to the victims informing them of the restitution orders as ordered by the court. Samples of these 2 letters will be provided to Capita. One of the two letters is the Victim Restitution Letter.
4.42.	PCMS to track “Findings” Minute Order. System to provide some check off to identify that it is a Findings Minute Order and provide a field for findings when entering the court order information. If the court does not make the findings, minor is not eligible for funding. Ad-hoc reports are run for each minor, whether the court made the findings and if the minor is eligible. Cases without a “Findings Minute Order” are tracked. This information is useful for Placement to note which cases are county funded and which are federally funded.
5.0 Case Assignment and Transfers	
5.1.	File transfer rules – Cases with pending items are currently being transferred to other officers in JCMS. Case cannot be closed. Once the virtual file issue is resolved (see Req #1), PCMS Committee in concert with Juvenile and Adult Committees will draft a policy/procedure statement that attempts to cover all transfers. Adult (APS) currently does not allow transfer of cases with pending items. Recommended functionality for PCMS should not allow for transfer of cases with pending items except for special overrides in specialized units as Gang/School-Based, etc.
5.2.	Provide capability for a DPO/SDPO to look at their caseload information.
5.3.	Provide capability to assign case from SDPO to DPO.
5.4.	Provide capability to transfer cases between caseload numbers, across DPO's. Examples: 1) Minor Imelda Ford used to belong to Caseload Number 956 but is now being transferred to Caseload Number 957. 2) DPO Imelda Ford for the period 1/1/2004 to 11/30/2004 was assigned to Caseload Number 957. She retires on 11/30, so DPO Eleanor Rodriguez will now be assigned to Caseload Number 957. The minor is assigned to Caseload 957 (not to Imelda Ford). Provide capability to generate Notice of Staff Absence. This allows for re-assigning a backup DPO in the absence of the DPO of record.
5.5.	Provide capability to transfer cases between Area Offices or to reject the case by the receiving Area Office. Examples: 1) Entire caseload transfer within an Area Office or from one Area Office to another Area Office
5.6.	Provide capability to switch DPO Assignments. Allow changing the DPO while the case load remains unchanged. This function is reserved for management. Similar to 5.4.
5.7.	Provide capability to track case transfers and assignment and transfers. PCMS to provide a screen that shows the history of case transfers.
5.8.	Provide capability to close cases. This is related to the different stages (status of a minor within the Probation world) that a case goes through

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Req #	Description
	based on the court orders received throughout the stages. Actual capture of various stages (status) will be based on court order as well as Probation ordered events, as well as meeting the conditions of probation that are related to the case.
6.0 Intake	
6.1.	The operating procedures for each of the three facilities are slightly different. DSB (Chris Kinney action item) has established a common procedure to be uniformly used amongst all the Juvenile Halls.
6.2.	Provide capability to search and browse prior Intake History for a minor.
6.3.	Provide capability to maintain minor's profile information
6.4.	Provide capability to maintain minor's biological" parents' data.
6.5.	Provide capability to maintain minor's guardians' data.
6.6.	Provide capability to maintain minor's arrest information and provide validations for arrest date and time. (Note: Date and Time is required to schedule a Detention Hearing.)
6.7.	Provide capability to maintain minor's companions' information.
6.8.	Provide capability to maintain minor's statement.
6.9.	Provide capability to maintain parents' statement.
6.10.	Provide capability to perform Youth and Family Assessment.
6.11.	Provide capability to obtain Interested Parties information.
6.12.	Provide capability to assign IDC DPO, Follow-up DPO, and Juvenile Field DPO.
6.13.	Provide capability to provide recommendation for the minor: Release CDP Detain PROtap
6.14.	Provide capability to define available services.
6.15.	Provide capability to obtain previous placement information and warrant (via an interface, which is post April 15, 2005) information.
6.16.	PCMS to use Krisberg Scale to help determine whether to detain or release the minor.
6.17.	PCMS to store the Release Information in case a minor is released at the time of Intake.
6.18.	PCMS to track Gladys's R interviews and related information for minors under 14 years of age.
6.19.	Provide capability to maintain Juvenile Hall Entrance Record.
6.20.	Provide capability to assign follow-up DPO to more than one minor.
6.21.	Currently IDC provides capability to change status for more than one minor. We recommend not replicating this functionality in PCMS.
6.22.	Provide capability to maintain reference numbers related to the minor:

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Req #	Description
	PDJ Number Court Number JAIN number DCFS ID IDC Clerk
6.23.	Provide capability to maintain release information: Release to an Agency or a specific parent, guardian, etc. Address
6.24.	Provide capability to set detain flag automatically based on the special circumstances.
6.25.	Provide capability to update Registry information such as demographic data from the Intake module.
6.26.	Provide capability to generate various reports and forms: Warrant Detention Report Detention Report JAI Record Clearance Form Juvenile Hall Entrance Record Form Petition Form 1300 Petition to the Court form Consent for Voluntary Return by Runaway form Mailgram to the minor's parents IDC Release form Promise to Appear form Special Notice to Juvenile Hall form Admonition and Waiver of Rights form Promise to Appear in the Juvenile Traffic Court form High Profile Report Notice of Arrest form Intake Hearing Assessment Form Scheduled Court Cases report Intake Control Log IDC DA Due List Arresting Agency Probable Cause Log Detention Override report DA Reject/Held Pending/No Filing report Follow-Up DPO Assignments report IDC Scheduled Release report IDC Live-Scan Login Sheet Report Suitable Placement form Emergency Assistant form Medical Summary Homeland Security Interview List Victim Restitution List 15 Day Review Report

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Req #	Description
	Non-Detained Closure Log Master IDC/DPO Staff Detention Override List 777e DA Filed on (by Area Office) Probable Cause Determination Border Youth Interview Log Intercept Daily Stuffing Log Workload Summary By DPO (this is common) Victim Notification Form Detained 300 WIC Minors Detained 601 WIC Minors Released 601 WIC Minors Board of Corrections 601 WIC Report Form
6.27.	Provide capability to log-in all warrant cases into IDC Intake Control Log.
6.28.	Provide capability to generate statistical reports : WIC777 statistics report Statistics report
6.29.	Provide capability to maintain incident and victim's information.
6.30.	Provide capability for entering special needs of a minor (Example: translator, disability or health limitations that the Probation Department need to make accommodations for.) PCMS will also track the accommodations made to address these special needs such as the date/ time of translator request, date/time when translator was actually provided, name of translator.
6.31.	PCMS to track AWOL's recovered by SPAR Team at the time of Intake process
6.32.	PCMS will provide the ability to track SDPO overrides. Information on who approved the override and reason for the override should be tracked. The reasons for override by the DPO and the SDPO are to be included in the report
6.33.	Provide capability to track and maintain the receipt date or completion date and initials of person for Law Enforcement Screening (Booking slip turned in at Intake) Intake Screening Medical Screening Orientation ADA Screening Classification Screening Housing Screening MAYSI II Screening LACOE Screening Physical Exam All these forms are to be completed before the minor gets assigned to a living unit
7.0 Juvenile Halls	
7.1.	Use of MAYSI by Probation staff – This is a policy decision for ELT. Similar

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	to Req #12, building this into PCMS has HIPAA compliance issues.
7.2.	Provide capability to enter a minor into a hall for the first time. If the minor has been previously entered, the system will prompt the user to use the re-admit capability of the system. This functionality will be extended to new camp ward services to track the camp entry date, orientation date, telephone home date and time, caseworker assignment and creating a corresponding Case Notes.
7.3.	Provide capability to re-enter a minor into a hall.
7.4.	Provide capability to prompt the user to print a Kardex after successfully entering a minor's entrance information.
7.5.	Provide capability for entering unusual departure such as AWOL, escape, etc.
7.6.	Provide capability to display a "Minor AWOL, contact O.D. or Senior DSO" alert when re-admitting minor whose previous release type was absent without leave (AWOL1, AWOL0).
7.7.	Provide capability to update offense information for minors with active records.
7.8.	Provide capability to ensure that all minors have at least one offense for each entrance record for a Juvenile Hall (Example: Minor detained for contempt of court (witness) for adult or juvenile court.)
7.9.	Provide capability to verify and track approved visitors
7.10.	Provide capability to enter or remove companion and Keep Away information for the minor. Entering companion/keepaway by PDJ Number or name will be supported
7.11.	Provide capability to view, update, and delete appointment information for a minor.
7.12.	Provide capability to automatically create appointment for court when entrance record is created. PCMS to also provide the ability to enter multiple appointments for delinquency and dependency.
7.13.	Provide capability to view and update detaining order information for a minor.
7.14.	Provide capability to enter In and Out information for an active minor.
7.15.	Provide capability to automatically generate an alert when a minor has not returned by the expected return date and time on an in-and-out order.
7.16.	Provide capability to update camp release information for a minor.
7.17.	Provide capability to update the warrant information for a minor.
7.18.	Provide capability to re-admit a camp returnee to a hall.
7.19.	Provide capability to re-admit a minor on home release to a Juvenile Hall.
7.20.	Provide capability to re-admit a minor from CYA for 707.2 minors. PCMS to provide an alert to the CYA Expeditor when the minor is to be returned.
7.21.	Provide capability to re-admit a DKC returnee.
7.22.	Provide capability to re-admit a Placement returnee.
7.23.	Provide capability to enter and update release clearance information that is a prerequisite to releasing a minor.

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7.24.	Provide capability to require approval of SDSO or SDPO in order to release.
7.25.	Provide capability to gather the data involved with releasing a minor.
7.26.	Provide capability to release one or more minors on a particular date. This functionality will be extended to Camps also. The release process will update the Population of the specific Hall or Camp.
7.27.	Provide capability to change the unit of one or more minors in a hall. DSB requested to restrict access to specified staff members. The restriction will be controlled based on the user profile assigned to the user.
7.28.	Provide capability to indicate when a minor has had a physical exam while in the hall
7.29.	Provide capability to transfer a minor from one Juvenile Hall to another. The receiving hall transfers the minors into their location. DSB requested to restrict access to specified staff members. The restriction will be controlled based on the user profile assigned to the user.
7.30.	Provide capability to enter and update Criminal Identification and Investigation (CII) and DNA information. PCMS will capture if minor is eligible for DNA testing as well as track the date and office that performed the DNA test.
7.31.	Provide capability to create, view, and update transmittals from the hall to another facility. Users may only create a transmittal for minors from their hall.
7.32.	Provide capability to generate a unique transmittal number that more than one minor can be associated with for a single transmittal.
7.33.	Provide capability to view historical data for a particular minor, including previous movements, appointments and property.
7.34.	Provide capability to enter, view, and update the JJCPA Inside Out Writers, Gender-Specific Services, and Mental Health Screening programs, and other programs as they become known. Please note that ISO may have to update the programs as they become known in the future.
7.35.	Provide capability to enter, view, transfer and update the Property Information for a minor
7.36.	Provide the following reports that can be displayed and printed: Kardex Report(PDS On-Line Help: Enter Entrance Record, after entering or re-entering minor) Single Release Form (PDS On-Line Help: Single Release) Transmittal Reports (PDS On-Line Help: Create Transmittal) Admission Log (PDS Reports – Admissions/Releases), one hall or all halls Release Log (PDS Reports – Admissions/Releases), one hall or all halls Camp Releases By Hall (PDS Reports – Admissions/Releases) IDC Release Summary (PDS Reports – Admissions/Releases) Released FED (PDS Reports – Admissions/Releases) Placement Release Log (PDS Reports – Admissions/Releases), one hall or all halls Transfers by Hall (PDS Reports – Transfers)

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Req #	Description
	<p>Re-establish Log (PDS Reports – Logs)</p> <p>Placement Release Log (PDS Reports – Logs)</p> <p>Camp Detained Report (PDS Reports – Detained Reports), one hall or all halls</p> <p>Ricardo M Detained Report (PDS Reports – Detained Reports), one hall or all halls</p> <p>Suitable Placement by Name Detained Report (PDS Reports – Detained Reports), one hall or all halls</p> <p>Suitable Placement by Area Detained Report (PDS Reports – Detained Reports), one hall or all halls</p> <p>INS/BYP Detained Report (PDS Reports – Detained Reports) [Juvenile Detained for INS/BYP Report]</p> <p>CYA Detained Report (PDS Reports – Detained Reports) [Juvenile Detained for CYA Report], one hall or all halls</p> <p>CYA Detained Over 15 Days Report (PDS Reports – Detained Reports) [Juvenile Detained Over 15 Days for CYA Report], one hall or all halls</p> <p>CYA Detained Over 30 Days Report (PDS Reports – Detained Reports) [Juvenile Detained Over 30 Days for CYA Report], one hall or all halls</p> <p>Over Detained report (PDS Reports – Detained) [Over Detained Juveniles Report], one hall or all halls</p> <p>Unfit Report (PDS Reports – Detained)</p> <p>187 PC Report (PDS Reports – Detained), one hall or all halls</p> <p>Court Appointments by Hall (PDS Reports – Appointments)</p> <p>Court Appointments Combined (PDS Reports – Appointments)</p> <p>Medical Appointments By Hall (PDS Reports – Appointments)</p> <p>Medical Appointments Combined (PDS Reports – Appointments)</p> <p>Video Conferencing Appointments (PDS Reports – Appointments)</p> <p>Other Appointments By Hall (PDS Reports – Appointments)</p> <p>Other Appointments Combined (PDS Reports – Appointments)</p> <p>Multiple Appointments/Same Day (PDS Reports – Appointments)</p> <p>Future Appointments (PDS Reports – Appointments)</p> <p>Unit Population/Appointment Sheet (PDS Reports – Appointments)</p> <p>Population By Status (PDS Reports – Statistical Reports)</p> <p>Population By Status By Hall (PDS Reports – Statistical Reports)</p> <p>Population By Area Office (PDS Reports – Statistical Reports)</p> <p>Population By Age/Sex/Ethnicity (PDS Reports – Statistical Reports)</p> <p>Monthly Totals By Sex/Age (PDS Reports – Statistical Reports)</p> <p>Monthly Facility Report (PDS Reports – Statistical Reports)</p> <p>Unit Population By Sex (PDS Reports – Statistical Reports)</p> <p>IDC Area Office (PDS Reports – IDC Reports)</p> <p>IDC Release Summary (PDS Reports – IDC Reports)</p> <p>Detained for Ricardo M (PDS Reports – Ricardo M Reports), one hall or all halls</p> <p>Ricardo M Release Summary (PDS Reports – Ricardo M Reports), one hall or all halls</p>

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Req #	Description
	<p>Ricardo M Release Report (PDS Reports – Ricardo M Reports), one hall or all halls</p> <p>Unit Verification Sheet (PDS Reports – Unit Reports)</p> <p>Unit Population/Appointment Sheet (PDS Reports – Unit Reports)</p> <p>Unit Population By Sex (PDS Reports – Unit Reports)</p> <p>Detained Over 30 Days By Unit (PDS Reports – Unit Reports)</p> <p>Relation Report (PDS Reports #12)</p> <p>No Physical Exam (PDS Reports #13)</p> <p>Balancing Worksheet (PDS Reports #14)</p> <p>Board of Corrections Monthly Survey (PDS Reports – Board of Corrections)</p> <p>Board of Corrections Quarterly Survey (PDS Reports – Board of Corrections)</p> <p>Board of Corrections Quarterly Survey (Revised) (PDS Reports – Board of Corrections)</p> <p>Special Handling Type Report (PDS Reports – #16), one hall or all halls</p> <p>DNA Report (PDS Reports – #17), one hall or all halls</p> <p>Inside Out Writers (IOW) JJCPA Report (PDS Reports – JJCPA Report), for an individual PDJ Number</p> <p>Gender Specific Services (GS — JH) (PDS Reports – JJCPA Report), for an individual PDJ Number</p> <p>Mental Health Screening Assessment and Treatment (MH) (PDS Reports – JJCPA Report), for an individual PDJ Number</p> <p>Property Admission Log (PDS Reports – Property Reports)</p> <p>Property Release Log (PDS Reports – Property Reports)</p> <p>Property Disposal Log (PDS Reports – Property Reports)</p> <p>Property Past Due for Disposal (PDS Reports – Property Reports)</p> <p>Cleared for Camp Report</p> <p>601 WIC Report</p> <p>300 WIC releases to DCFS</p> <p>Dependency Attorney Notification (Currently done in the Interested Parties section)</p> <p>Red Tag Report</p> <p>Bed Chart (with historical record kept)</p> <p>Meal Count Report</p> <p>Individual Behavior Management Plan to include referral form, plan and log</p> <p>Pop and Grade Sheet (with historical record kept)</p> <p>Use of Force Form</p> <p>Merit Ladder</p> <p>Detention Observation Report</p> <p>Detention Observation Report – Medical</p> <p>Monthly Statistical Report</p> <p>Level 14 Minors Report</p> <p>Minors with 730 WIC Evaluation Report</p>

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Req #	Description
7.37.	<p>Provide the following letters that can be displayed and printed:</p> <ul style="list-style-type: none"> Admission Letter (PDS On-Line Help: Enter Entrance Record) occurs after entering or re-entering a minor Transfer Letter in English and Spanish (PDS On-Line Help: Transfer Juvenile) after entering transfer information including transfers to camps. Kardex Letter/Form (PDS Reports – Letters/Forms) Transmittal Letter (PDS Reports – Letters/Forms) Property Letter for parents to come pick up minors property
7.38.	<p>Provide capability to gather the data (if needed) for the following reports and letters and print them:</p> <ul style="list-style-type: none"> Accommodation Indicator Tool Screening/Referral Questionnaire Assessment and Case Plan Grievance Form for Minors In Camp Population Juvenile Hall Entrance Record Juvenile Hall Orientation Checklist Mental Health Daily Documentation Check-Off List Mental Health Recordings Form (Printing only) Out of Camp Report – moved to 8.42 15-Day Detention Review for an individual minor – moved to 8.42 Probable Cause Declaration Operation Read Referral List Reading tests (A – D) Reception Unit Orientation Checklist Risk and Needs Forms School Attendance Report Request for Mental Health Consultation Form III Completed 1300's Dependency / Runaway that belong to another state. Detain / Release Order
7.39.	Provide capability to maintain/track unfit minors in Juvenile Halls.
7.40.	Provide capability to manage the existing CYA Expediting process for minors in Juvenile Halls.
7.41.	PCMS to provide an alert for detained minors with inter-county transfers.
7.42.	PCMS to be able to distinguish predisposition incarcerations. Provide capability to separate detention from arrest by law enforcement, as well as detention from court, camp placement, or Probation Officer.
7.43.	<p>Provide capability to gather the data for the following forms and print them:</p> <ul style="list-style-type: none"> Daily Ratings DCFS Release DCFS Summary Deportation

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Req #	Description
	Discharge Summary DNA Excel Contract Family Preservation Initial Intake Screening Initial Hearing Assessment Level III Supervision Merit Ladder Periodic Review Victim Impact Statement
7.44.	Provide capability to maintain/track minors pending fitness in Juvenile hall
7.45.	PCMS to provide an alert for minors with inter-state transfers. Transportation gets notified of the transfer. DSB is in charge of sending the minor to another state. This information could also be available through a court order.
7.46.	PCMS to provide a screen to IDC to note the answers to the following questions and provide a report to LACOE of the answers: What is the name of the last school your child attended? Has your child ever received special education services or had an Individual Education Plan (IEP) or a “504” Plan? If yes, what is the last school where your child received special education services, had an IEP or a “504” Plan? Name the language most often spoken by the adults at home? Has your child ever been in an English Learner or “English as a Second Language (ESL)” class? If so, where?
7.47.	PCMS to provide ability to denote Enhanced Supervision level and keep historical data regarding initial upgrading of status as well as a subsequent upgrade or downgrade of status and date and time of instances as well as entering officer and authorizing person. Level I, Level II and Level III are various levels of Enhanced Supervision. Generally, minor comes in at Level I. Level II is constant supervision and Level III is one-on-one supervision. This is in place in Juvenile Halls and Camps.
7.48.	Provide the capability to generate the following reports: Minors with Medical need are to be tracked. Graduation report, Assessment report with Assessment Dates Administrative Reports to include Services Administration, List of Providers
7.49.	Provide capability to track recidivism rates: Generate Recidivism Study Profile Tracking of Allegations, Bench Warrants
7.50.	Provide capability to track minors with Direct File cases (going to adult court). Track court case number, adult dept/dist
8.0 Camps	

PCMS Scope – Draft

Req #	Description
8.1.	Specify camp location in court order as well as detention order. This will eliminate the possibility of bringing the minor to the wrong camp.
8.2.	Out-Of-Home Screening form to be readily available in PCMS for all the Camps to access and PCMS to pre-fill parts of this form with previously available data for the minor. PCMS to maintain a history of all final Out-Of-Home screenings, and have the ability to save one draft per minor.
8.3.	Flags for CCTP, School-based, Gang relative to the release of a ward from camp – These flags can be grouped with several other flag issues including release from Hall, expiration date (supervision), court dates, notice dates, etc. Bureaus are asked to submit lists of dates/events that require flags/alerts in PCMS. Receiving of advance packets and assigning a DPO would no longer be an issue if Virtual PDJ file requirement is in place (Req #1).
8.4.	PCMS needs to provide an easy way to compare the camp recommendations from the screening process, and the actual minors sent to camp placement, and generate a non-compliance report based on this comparison.
8.5.	Suggestions were made to make the Sustained Charges a required field in PCMS, so this information is readily available through the system, before the paper work comes in. The Sustained Charges will be entered and tracked in the Case module.
8.6.	It is a PCMS requirement to include population management at bed level
8.7.	Maintain a list of visitors allowed for each minor.
8.8.	Provide capability to identify/list all minors that need to report to CCTP, School-Based, Gang DPO within 24 hours after release from camp.
8.9.	Within 24 hours after release, minor should meet with CCTP, School-Based, Gang DPO. If not, it is a PCMS requirement that the minor should be flagged in the system, as having missed the meeting. This capability will be included in the contact requirements aspects of PCMS
8.10.	Case Worker initiates the request for Camp Release Referral Information and submits to the CCL (Camp Community Liaison). The capability for initiating Camp Release Referral information is a PCMS requirement. If there is no CCL, the case worker is responsible for the minor
8.11.	DKC Screening – Following are the list of DKC specific requirements: The DPO interviews the minor and prepares a handwritten log. It is currently a manual process, but it will be included in PCMS. After the interview with the child, DKC prepares a Minors Accepted by DKC List, another manual report (sample given). Requested that this be generated in PCMS. Need to report on, Rejected Minors and Reason for Rejection. Another need is the Minors Without Clearance (court ordered without DKC screening). PCMS to provide a report of minors waiting in JH that need to go to DKC and their current status. This is currently a manual report based on a report

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Req #	Description
	from PDS. The minor may be waiting in JH for intake by DKC, 777 or 778 WIC Reports, or held overnight for medical reasons. This is tracked weekly. The report indicates why the minor is in JH, what needs to be done so that he/she can proceed to DKC.
8.12.	DKC manually generates a Clinical Review History Report. The intake sheet is used to create this report. This needs to be automated in PCMS. It contains projected release date and actual release date
8.13.	PCMS should have the ability to run Population Reports on a daily and monthly basis for the Board of Corrections (BOC). Each Camp Manager runs monthly reports. These BOC reports include: Monthly BOC Reports (by Camp) Quarterly BOC Reports (by Camp) Summary BOC Reports (Bureau level)
8.14.	PCMS requirement is to provide the ability to easily track minor after released from camp. Also related to Req #30
8.15.	Provide capability to screen all received Camp Placement Notices in order to determine and limit the number of eligible minors that can enter camp.
8.16.	Provide capability to keep and display a historical list of all CHQ screenings for this minor.
8.17.	Provide capability to list all screened minors with their detention status for a particular date range.
8.18.	Provide capability to assign a CCP order to an assessment DPO.
8.19.	Provide capability for assessment of all minors that have passed CHQ Screening for a particular Court Order.
8.20.	System to alert if the minor is on any psychotropic medication. System to also track the current status and previous history, including date reported. Any previous history of psychotropic meds is not be used in the decision matrix. For HIPAA considerations, details of diagnosis and medication will not be kept in PCMS.
8.21.	Provide capability for capturing and modifying various court order information such as specific camp placement directive, whether it's an order or assignment, specific program to be attended by minor, duration of camp stay, etc.
8.22.	Provide capability to automatically make a camp recommendation based on a subset of Assessment questions (Expedited Movement Questionnaire). Business rules to be provided by CHQ
8.23.	Provide capability to choose the system suggested Camp or override the suggestion and choose the camp manually.
8.24.	Provide a worksheet type capability for calculating Max Detention time for minor for that camp placement based on sum of all prior detention days in County Jail, JH, etc.
8.25.	Provide capability to view all previous camp assessments for that minor.
8.26.	Provide capability to list all current camp assessments by date and DPO, and grouped by camp

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Req #	Description
8.27.	Provide capability to list all 15 Day Reports based on the Camp Order date or date range.
8.28.	Provide capability to list and prompt for all future required 15-day reports for a given date or date range. The alert will be based on the actual court date and when empty projected due date is used.
8.29.	Provide capability to classify court CCP orders as new, concurrent, and pending.
8.30.	Provide capability to view all Pending CCP orders.
8.31.	Provide capability to link concurrent orders in order to automatically determine the projected release dates and max confinement times , etc.
8.32.	Provide capability to list and total new CCP orders by gender, by department with bed days, by days ordered for any given period
8.33.	Provide capability to list special program orders by type, by period.
8.34.	Provide capability to record that minor arrived at camp.
8.35.	Provide capability to report minors waiting in JH that need to go camp and their current status. This is currently a manual report based on a report from PDS. Report to include all camp returnees, medical returnees, new wards with CCP order, etc., listing their cumulative detention days from the date of CCP order (total in Juvenile Halls and Camps)
8.36.	Provide capability to manually or automatically place minor on movement lists based on given data and/or events.
8.37.	It is a PCMS requirement to generate a list of active cases not in camp and list of cases ordered camp and pending movement to camp. There could be instances where: 1) minor is in county jail but still has outstanding camp order; 2) minor is deemed fit for Juvenile Court but is in county jail, considered to be of high risk; 3) minor has an active camp order, but is in Juvenile Hall pending medical clearance, camp clearance, etc.
8.38.	Provide the capability to generate the following reports: Gang and Clique Affiliation Multiple Camp Programs Progress Reports Caseload Assignments (similar to JCMS) Report for minors in Special Handling Units (SHU) and how long they have been in the unit. Minors in SHU are reviewed after 24 hours; after 48 hours they are placed on Administrative hold and require SDPO explanation as to why they are held. Minors with Medical need are to be tracked. Graduation report, Assessment report with Assessment Dates Administrative Reports to include Services Administration, List of Providers.
8.39.	Provide capability to record entry and/or exit from camps and track who authorized entry and/or exit.

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Req #	Description
8.40.	Provide capability to track recidivism rates: Generate Recidivism Study Profile Tracking of Allegations, Bench Warrants
8.41.	Provide various recidivism reports: Wards Graduated at 18+ Years Old Wards currently turned 18 years old Recidivism Study Detailed Report Listing of Bench Warrants 90+ Days Arresting Agent Report Unfit Report
8.42.	Provide capability to generate the following reports, and extract the data for a given date or date range, or for a specific camp or camps. Camp Population Report Camp Orders Report Camp Orders Report by Date Count of Camp Order Report Count of Release by Release Type Report by Ethnic Group Report by Track Graduation/Released Listing New Arrivals by Camp & Age Group Departures by Camp Population by Camp and Ethnicity Camp Cases by Camp & Age Average, Minimum & Maximum Days in Camp Past Projected Graduation Date Monthly Attendance Report Camp Transactions Report Activity Master Listing Camp Population by Violent Offense Listing of Active Cases 18 & Older Camp Population by Offense & Ethnic Camp Population by Offense & Camp Camp Population by 707B Offenses Camp Population – Current Status Absent Without Leave/Report by Camp Allegation Exception List Camp Departures Report Camp Admissions Report Average Days in Camp by Month Report Average Days in Camp Percentage of Minors 18 or Older Sustained Allegations Report Camp Population List by Zip code Camp Population by Ethnicity

PCMS Scope – Draft

Req #	Description
	Commitments By Ethnicity Population by Camp Entry Date Statistic Report Weekly Report on Upcoming Progress Report Hearings (2-week notice) ILP Eligible Report Record of Supervision Audit (weekly) New Ward Processes Report (weekly) SHU Report (weekly) Progress Report Forwarding Report (weekly) Immigration Report (monthly) Camp Wards in Juvenile Hall Over 90 Days (weekly) List of Camp Graduates (provided to DSB) School-Based (# of camp minors released to School-Based programs) Intensive Gang Supervision Program (IGSP) (# of minors released to IGSP) Out of Camp Report (moved to this section per DSB suggestion) 15-Day Detention Review for an individual minor (moved to this section per DSB suggestion) Wards using psychotropic meds by location
8.43.	Camp Performance Review Team Referral form to be electronically available in PCMS for all the Camps to access and PCMS to pre-fill parts of this form with previously available data for the minor
8.44.	CCTP – Track the home school and current school information
8.45.	CCTP - PCMS to track the information as listed in “Data and Information System Recommended Modifications” matrix, included in the Business Requirements - CCTP section of camps.
8.46.	CCTP - PCMS to record information indicating when the Advance Packet Information including Advance Packet Check Sheet, Home Evaluation Form, copy of report that sent minor to camp, and the 30-Day Progress Report, was sent to Field SDPO.
8.47.	CCTP - PCMS to track when and the name of the Field DPO who completed Home Evaluation and Parental Sign Off Sheet.
8.48.	CCTP - Advance Packet Check Sheet, Home Evaluation Form, Parental Sign Off Sheet, Transition Instructions to be electronically maintained and available in PCMS.
8.49.	CCTP – School enrollment needs to take place within 48 hours of release. PCMS to alert Probation Officer on release date. Probation Officer to capture the actual date of school enrollment in PCMS.
8.50.	CCTP – Provide capability to generate the following forms in PCMS: Camp 15-Day Camp 30-Day Camp 60 or 120-Day
8.51.	CCTP – Provide capability to generate the following reports in PCMS: Name and number of CCTP minors assigned to a specific zip code Name of gang, minor and zip code

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Req #	Description
	<p>List of advance case assignments and Pre-Release Home Visits and Evaluations due dates and dates to be returned to camp</p> <p>Pending release date of advance camp assignment and pending 15-Day Post Camp Progress Report date</p> <p>Number of parenting minors by gender</p> <p>Subsequent sustained felony arrests; subsequent misdemeanors; age, gender, length of camp program and/or previous camp programs, camp and disposition</p> <p>List of unit zip code regions</p> <p>Zip codes assigned per DPO</p> <p>Number of cases assigned per zip code region</p> <p>Cases assigned per DPO</p> <p>Gang cases assigned per zip code region</p> <p>Gang cases assigned per DPO</p> <p>Name of gang and number of active minors</p> <p>Pending camp releases by camp, name of minor, address and zip code, and pending 15-Day Post Camp Progress Report date</p> <p>Advance camp information (Camp 30-Day Progress Report) assigned to unit DPO requiring Pre-Release Home visit and Evaluation; date assigned and date by which review form must be completed and returned to camp</p> <p>Subsequent sustained felony arrest; subsequent misdemeanors; age, gender, length of camp program, camp and disposition</p> <p>Sustained "777" petitions by age, gender, length of camp program and/or previous camp order, camp and disposition</p> <p>Sustained "778" petitions</p> <p>Number of Community Detention Programs (CDP) in effect</p> <p>Number of YA cases</p> <p>The ability to capture all data and information obtained by CCTP DPO and SDPO', weekly, monthly and year to date</p> <p>Ethnic breakdown of return camp minors and as it relates to the aforementioned data and information</p>
8.52.	<p>PCMS to assign caseload numbers to DPO and SDPO staff in Camps. SDPO is assigned a specific Caseload Number in PCMS that designates the caseload as an SDPO Caseload Number and will not be assigned Minors. A number of DPO staff is assigned to the SDPO for supervision.</p>
8.53.	<p>SDPO to retain the same Caseload Number in the event of a shift change. PCMS to provide the capability to change the DPO staff under the supervision of the SDPO, each time the SDPO changes shifts.</p>
8.54.	<p>DPO to retain the same DPO Caseload Number in PCMS in the event of a shift change. PCMS to be able to assign the DPO Caseload Number to a different SDPO Caseload Number.</p>
8.55.	<p>If DPO is transferred out of the Camp, the Minor remains with the DPO Caseload Number and the name on the DPO Caseload Number is updated to the new DPO name. If a new DPO is not assigned to that DPO Caseload</p>

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Req #	Description
	Number, and the caseload remains vacant, the Minor may be transferred to another DPO within the Camp.
8.56.	PCMS to provide capability to transfer minor to a different Caseload Number within the same camp or permanently transferred out of the Camp. In this event, minor should no longer be active under the original DPO Caseload Number
8.57.	If the SDPO is transferred out of the Camp and another SDPO takes over, the DPO Caseload Number and the Minor record are not affected. The name on the SDPO Caseload Number will be updated to the new SDPO name
8.58.	The concept of labeling will be dropped in PCMS since the new, concurrent and trailing matters are already handled by the case module and can be differentiated in PCMS.
8.59.	PCMS to alert the user entering the information when there is a conflict between the CPN and Court Order for the following items: Name of Camp is different Maximum Detention Time or the Program Time is different
8.60.	Provide capability to track document transfers for Camp Release Transfer Summary
8.61.	The existing Camp Placement Notice to be modified to include “Other” in addition to 3, 6, 9 months of camp program time. Provide “Determinate” and “Other” options, with “Determinate” to include 3, 6, 9 month options and “Other” to allow for entering weeks or months.
9.0 Common Functionality Between Juvenile Halls and Camps	
9.1.	PCMS to handle/track the actual distribution of the grievance forms to minors
9.2.	Alerts on minor that has AWOL's from a Camp or Juvenile Hall
9.3.	Provide capability to view a unit's current population and demographics
9.4.	Provide capability to track in and out times and dates to SHU (Special Handling Unit) and sending unit location. In addition, the following are tracked for SHU housing: Referring Camp (including camp with SHU on premises) Date and Time of entry to SHU Incident report receipt time Name of staff making referral Date and Time of release from SHU Use of force used in related incident Medical referral and result SHU stay in excess of 24 hours and 48 hours (name of director authorizing) Administrative Hold, including name of director authorizing. For these holds, the bed is not held. Administrative Hold form is to be filled out SHU related incidents (which will be entered in the incident reporting module) and creating Case Notes for the incidents

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Req #	Description
9.5.	Provide capability to enter and alert on unusual departures such as AWOL, escape, etc.
9.6.	Provide capability to enter orientation date, major areas covered during orientation and any related comments from the person conducting the orientation.
9.7.	Provide capability to view the movement list for today based on the From and/or To location.
9.8.	Provide capability to view the movement list for a future date based on the From and/or To location.
9.9.	Provide capability to place a minor on the movement list.
9.10.	Provide capability to remove a minor from the movement list.
9.11.	Provide capability to assign a minor to a unit, room, bed within a room and transportation.
9.12.	Provide capability to change the unit of a single minor.
9.13.	Provide capability to change the unit of a group of minors.
9.14.	Provide capability to view and print medical, mental health, and behavior forms.
9.15.	Provide capability to add information to medical, mental health, and behavior forms.
9.16.	Provide capability to track and maintain the merit grading and point accumulation of minors that are currently detained in camps or halls. This includes a screen for tracking the merit points earned per minor and points utilized.
9.17.	Provide capability to search for existing incidents by: Incident ID Date of Incident Incident Location Input Date Facility/Division Minor's Name Minor's DOB PDJ Number Staff's Employee Number Staff's Name Type of Incident All Incidents
9.18.	Provide capability to maintain incident information
9.19.	Provide the capability for an SDPO to mark an Incident Report as Voided
9.20.	Provide capability search for existing grievances in the system by: Grievance ID Minor's Name PDJ Number Input Date Facility Nature of Grievance

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Req #	Description
	Grievance Date Date Reviewed Date Receipt Issued Date Grievance Response Date Response Issued to Minor All
9.21.	Provide capability to add/update grievance information in the system.
9.22.	Provide capability to generate Grievance Letter to the minor – Acknowledgement of Receipt of Grievance.
9.23.	Provide capability to schedule appointments for a minor.
9.24.	PCMS will flag the camp minors in Juvenile Halls for medical or court reasons. Camps will not hold the beds open until the minor returns, but these minors will be given priority over the new camp orders to be placed on the movement list.
9.25.	Provide capability to alert / maintain / track holds currently in PDS regarding “Continuity of Care” (referred to as types in PDS) and Special handling codes (suicidal, keep away, etc.). Movement coordinator will indicate/enter the type into system. Holds are of two types – soft and hard hold. Hard hold is when a minor cannot be moved, soft hold is when he/she can be moved, but with certain restrictions.
10.0 Investigation	
10.1	Ability to monitor minors while under investigation. .
10.2	Investigator will be able to review previous information regarding the minor using the Registry Search functions within PCMS.
10.3	Capability to enter “unfit” considerations.
10.4	PCMS will maintain history of previous petition activity. Previous arrest activity, arrest→petition. DA File activity.
10.5	PCMS will maintain history of court dispositions related to the minor
10.6	PCMS will allow for data entry and maintenance of school records (historical and current), which includes school attendance, behavior, grades, graduation/GED/High School Equivalency, IEP's, start and stop dates.
10.7	PCMS will allow for data entry of interviews conducted with various individuals conducted. This may include interviews with minor, family members, teachers/ principal, employers, counselors, etc.
10.8	PCMS will allow for the creation of the different types of court reports. The DPO will have to designate the type of court report and enter the required narrative information in the court report. The identifying information of the minor will be pre-populated.
10.9	790 (DEJ) Juvenile – DPO or DA recommendation. Question arises as to whether probation should be recommending DEJ. The DA makes the motion for DEJ. WIC clearly states that DA determines DEJ and Probation Officer is only mentioned with regard to violations and to supplying services after DEJ has been ordered, even though the Probation Officer can recommend for DEJ
10.10	PCMS will need to provide Investigation workload information. Workload

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Req #	Description
	points are not used in Supervision. This is only applicable to investigation court reports completed by Juvenile Investigators. Court reports that are designated as “overtime” will not be assigned workload points. PCMS will provide the flexibility to (override) adjust points quickly and easily for any changes made in the future. All the values will have an effective date and expiration date, so that users can no longer use the expired values. Details and requirements of workload points are included in Sec 3.2.3.1.
10.11	<p>PCMS to include the following reports for Farm-In/Farm-Out Process:</p> <p>Overtime by Fiscal Year/Quarter/Area Offices/Hours/# of Cases/% of County</p> <p>Overtime by Quarter/Area Offices/# of Cases/Hours/% of County</p> <p>Overtime by Quarter/Week/Cases/Hours/Percentage/Type of Cases</p> <p>Overtime by Year or Quarter/Area Office specific/ DPO/Hours/Cases/ Reason (coded)</p> <p>Farm-Out Cases by Year or Quarter/Week/Area Office/Names/ PDJ/ Court Date and Farm-Out to whom, date Farmed-Out, date Farm-Out received</p> <p>List of cases Farm-In by Area Office/Week/Name/PDJ/Court Date</p> <p>List of Civil Cases (Name/PDJ/Court Date) by Quarter/Area Office/DPO</p> <p>Investigation Reports:</p> <p>652's probation disposition decisions (DA, CL, CLTC, CLTS, 654, HIA, etc.)</p> <p>652's by Quarter, Area Office, Week, due dates</p> <p>Listing of cases not transferred to Supervision</p>
10.12	It is a PCMS requirement to track date-driven tracking of court reports due to court as well as dictation due dates to transcription.
10.13	PCMS to provide the ability to print Incomplete Investigation Packet reports.
10.14	PCMS will have the capability of tracking of the routing of a dummy file. PCMS should have the ability to mark and identify the dummy files and should be able to easily track the person who last updated the file. Also discussed in Req #6.
10.15	It is a PCMS requirement to be able to keep track of status of various dispositions.
10.16	<p>It is a PCMS requirement to be able to track audit trail on selected records (information). There are two specific items that will show the audit trail:</p> <p>On screens that list information, we will show audit trail information on who made the update/change. Example: “E99999, SGV, 07/01/2004 10AM”</p> <p>The name will also be added.</p> <p>Report of audit trail of changes to records related to a minor's address and case information.</p> <p>Give Juvenile Investigation DPO's access for updating demographic, address, school, etc. Be able to track that Juvenile Investigator updated demographic information in compliance report.</p>
10.17	Provide capability to generate the Juvenile Worksheet.
10.18	Provide report identifying investigation packets that are incomplete.
10.19	Provide report identifying cases with no DA filing decision.

PCMS Scope – Draft

Req #	Description
10.20	It is a PCMS requirement to be able to mass transfer minors (assignments from one Area Office to another)
10.21	Provide capability to create and print Monthly Court Report Review Form.
10.22	Provide capability to track DPO recommendation vs. court order/disposition (percentage for Children's Budget, etc.)
10.23	Track 241.1 WIC offense and order of court (602 or dual supervision order – 654.2, 725(a) or 790 DEJ). Track if a petition was filed, the outcome of the court order, and who retains wardship, Probation or DCFS based on the court order.
10.24	Provide capability for alert flag when input recommendation that does not meet legal mandates; flag with SDPO override for 654.2, 725(a) and 790 DEJ.
10.25	Provide capability to capture and track when Investigator or Supervision/Camp DPO completes initial or subsequent PPR/Disposition or other court report recommending Suitable Placement and minor is identified as "Indian." – compliance with Indian Child Welfare Act (ICWA), completing required forms/sending forms to identified tribe, etc.
10.26	Provide capability to track Civil Cases (Abandonment/Adoption/Custody) and save the relevant information in PCMS, as outlined in the Investigation section
11.0 Placement	
11.1.	Provide capability to alert the DPO when any of his/her cases have new entries/updates entered.
11.2.	Provide capability to review Placement recommendations with the ruling or judgment.
11.3.	Provide capability for the Court Officer to fill out the Suitable Placement Notice. This policy issue needs further discussion among the ELT.
11.4.	Provide capability to track the history of Group Home agreements and other related information.
11.5.	Provide capability to track movement of minor from one group home to another, including the reason for movement, as well as the date/time of the movement.
11.6.	Provide capability to notify Juvenile Halls when the Provider reports to Juvenile Halls and minor is released to the Provider.
11.7.	Provide capability to assign cases to a Placement Officer within 24 hours whether he/she has the PDJ file or not.
11.8.	Provide statistical reports for all new placement cases to analyze compliance for the following: % of Judicial Review (JDRV) court reports on time % of Foster Care Case Plans completed on time % of TILP Case Plans completed on time.
11.9.	Provide capability to alert DPO workload screen when case plans are due.
11.10.	Provide capability to search for a minor profile by PDJ Number Minor name/DOB

PCMS Scope – Draft

Req #	Description
	State ID JAI Number AKA Name – This will be addressed in Search, which is part of Registry Court Case Number Placement name
11.11.	Provide capability to add/view/delete/update minor profile.
11.12.	Provide capability to view/update name, description, and identification about a minor.
11.13.	Provide capability to view/update Current Placement information in minor profile.
11.14.	Provide capability to view/update School information in minor profile.
11.15.	Provide capability to view/update Family information in minor profile.
11.16.	Provide capability to view/update Court information in minor profile.
11.17.	Provide capability to add/view/delete/update list of Filed and Sustained charges information in minor profile.
11.18.	Provide capability to view/update State (requirements) information in minor profile.
11.19.	Provide capability to add/view/delete/update list of Previous Placements information minor profile.
11.20.	Provide capability to create and print Placement Reports: Current/Active Ward Placements Probation Pay Cases Area Office Minor Placement History Client Master File (Active/Closed) Undocumented Aliens Currently Placed Over 17 Years Old List First Time Placements by Area Office
11.21.	Provide capability to create and print Packet Forms: Placement Authorization (PROB) Authorization for Clothing/Incidental (PROB 593) Authorization for General Medical Care (PROB 714B) Agency – Group Home Agreement Authorization for Anti-seizure Medical Parental/Guardian Notification (PROB 757B) Foster Child Data Record (SOC 158).
11.22.	Provide capability to create/view/print Case Statistics Report.
11.23.	Provide capability to add/view/delete/update Placement Vendor information.
11.24.	Provide capability to add/view/delete/update information in Rate History list.
11.25.	Provide capability to add/view/delete services in Placement Vendor Services list.
11.26.	Provide capability to add/view/delete minors in Specified list (add by PDJ Number).
11.27.	Provide capability to view Active Placements list.
11.28.	Provide capability to create and print Vendor Reports: Placement by Vendor (All) PBACA47R03

PCMS Scope – Draft

Req #	Description
	CCW Vendors by Vendor No. CWW03A CCW Vendor Rate Listing Probation Pay by Vendor (Title IVA) Placements by Vendor (Group).
11.29.	Provide capability to search vendor by: Vendor Name Vendor License Age Range Gender.
11.30.	Provide capability to search minors involved in ILP by PDJ Number State Number JAI Number Court Number Caseload ILP Coordinator Minor Name (First Name, Last Name & Middle Name)
11.31.	Provide capability to add/view/delete/update minor profile information
11.32.	Provide capability to view/update minor general information (Name, identification, DPO, and Dates).
11.33.	Provide capability to view/update Placement/Housing information.
11.34.	Provide capability to view/add/delete/update Special Needs information (lists of Special Needs and Disabilities).
11.35.	Provide capability to view/add/delete/update School information (lists of Training Goal, Currently Enrolled and Completed Training).
11.36.	Provide capability to view/add/delete/update data in Skills list.
11.37.	Provide capability to view/add/delete/update data in Employment list.
11.38.	Provide capability to view/add/delete/update data in Financial Services list.
11.39.	Provide capability to view/add/delete/update data in Community Services list.
11.40.	Provide capability to view/add/delete/update data in Case Notes (Formerly ROS) list.
11.41.	Provide capability to view/update Comments.
11.42.	Provide capability to view/add/delete/update data in Exit Packet Content list.
11.43.	Provide capability to view/add/delete/update data in Housing list.
11.44.	Provide capability to create Housing Reports: Youth History Shelter Listing THPP Listing THP Provider Referral Listing THP Provider Placement Listing
11.45.	Provide capability to create Reports: No Service Report in X days Minors with No State Number Report For Entered Date Between mm/dd/yyyy To mm/dd/yyyy

PCMS Scope – Draft

Req #	Description
	Annual Statistical Reports of Fiscal Years yyyy-yyyy TILP Completed status of Minors by area office and case load ILP Minors Listing
11.46.	Provide capability to add/view/delete/update information about Vendors.
11.47.	Provide capability to add/view/delete people in ILP Coordinator list.
11.48.	Provide capability to create and print TILP Referral & Transmittal Form
11.49.	Provide capability to create and print TILP
11.50.	Provide capability to create and print TILP Transmittal & Supplement Form
11.51.	<p>Provide capability create and print the following statistical reports:</p> <p>PHQ Monthly DPO/Clerical Statistics Summary Placement Headquarters (PHQ) Statistics Central Placement Consultants Monthly Report/ Foster Home Assessment Report Relative/Non-Relative Home Assessments Referral Log FC-2 Monthly Log Monthly Statistical Report Placement Processing Unit Provide Hotline Calls Tracking Report SP Missing Reports Summary Group Home AWOLS That Exceed 99 Tracking Log for Minor AWOLing More Than or Less Than 30 Days Minors Released to Placement Log Probation Placement Monthly Caseload Statistical Report (Form FC 23) California Program Improvement Plan Statistical Report (Form SP007) Suitable Placement New and Replacement Data Regional Placement Monthly DPO Statistics Summary Regional Placement Monthly Statistics Summary Regional Placement Monthly Statistics Report by location and SDPO Monthly statistics report by DPO Monthly JDRV Tracking Form Group Home AWOLS CSOB Review Assignments CSOB Review Summary – New Suitable Case Review Monthly Reviews – Non-Compliance Report – Late / Missing – Foster Care Case Plans – Non-Recommended Cases Only Monthly Reviews – Non-Compliance Report – No Monthly Visit – New Cases Only Monthly New SP Case Reviews – 300 WIC Indicators JDRV Review Assignments JDRV/PQAP Review Summary Monthly Reviews – Non-Compliance Report – No Monthly Visit – JDRV Cases Only Monthly JDRV Reviews Permanency Planning Total Minors by Age group</p>

PCMS Scope – Draft

Req #	Description
	<p>Placement Individual Factors, ICWA, Siblings, Special Needs, School placement, Gender, Offenses</p> <p>Court reports due and completed by month and Area Office</p> <p>The number of all new Suitable Placement cases</p> <p>The number of re-Placements</p> <p>Listing of Approved Placements by Name, Address, and Phone</p> <p>Tracking and status of Permanency, Concurrent Plan, Case Goals</p> <p>Tracking of monthly DPO Case Contacts with minors/parents/providers as documented in the Case Note section</p> <p>All JAI information, PDS CC10 PINQ JINQ JNAM JNUM.</p>
11.52.	<p>Provide capability to create and print the following management reports:</p> <p>Suitable Placement Group Home Population Count summary</p> <p>Suitable Placement Group Home Population Count</p> <p>Regional Placement Caseload Count</p> <p>PHQ 15-Day Report Daily Due List</p> <p>Listing of all new cases ordered to Suitable Placement.</p> <p>List of all cases identified in JCMS as needing Judicial Reviews, Foster Care, TILP plans to be completed within a month</p> <p>District and County Breakdown</p>
11.53.	<p>Provide capability to add/update/view the following forms:</p> <p>ZIPP Activity/Assessment Worksheet</p> <p>Placement Referrals</p> <p>Placement Release Form</p> <p>Home Assessment Assignment Sheet</p> <p>Home Assessment Request Form</p> <p>Placement Resource Control Referral Acknowledgement</p> <p>Placement Screening Form</p> <p>Suitable Placement Notice to parent (PROB 767B)</p> <p>Placement Authorization</p> <p>Group Home Agreement</p> <p>Assessment/Referral of Youth for Independent Living Program</p> <p>Authorization for General Medical Care</p> <p>Family Preservation System</p> <p>Family Preservation Program Referral/Service Authorization</p> <p>ZIPP Case Check-Out Sheet</p> <p>Suitable Placement Profile for new and replacement case</p> <p>Update/Correction Notice</p> <p>Suitable Placement New Case Assignment Form</p> <p>Out-Of-Home Services</p> <p>JDRV Review Summary</p> <p>Permanency Planning Officers</p> <p>Permanency Findings</p> <p>Information to Court Form</p> <p>Detention Future Form</p>

PCMS Scope – Draft

Req #	Description
	Home Pass Contract Investigation Report Probation Officer's Report - 15-Day Detention Review Probation Officer's Report – Judicial Review Notice of Hearing
11.54.	The following list of forms WILL NOT be electronically available in PCMS as part of Phase I: Emergency Medi-Cal – Department of Health Services Health and Education Passport Form – CWS CMS – Department of Social Services (HIPAA compliance issue). PCMS will only provide the capability to track the receipt of the Passport.
11.55.	Provide capability to complete and update Foster Care Case Plan. PCMS to keep track of all submitted versions of the Plan.
11.56.	Provide capability to track and alert 15 to 30 days prior to Notice of Hearings
11.57.	PCMS will not provide capability to receive minute orders electronically from the Court as the Court owns the legal documents. There are no technical limitations to receiving the information, but this action requires that the Court transmit the minute order information to PCMS. The ability to receive minute orders electronically from the Court is a business issue that the ELT needs to resolve. This is also in Req. # 1.35.
11.58.	Provide capability to archive supporting documentation, i.e.: Social Security Cards, Birth Certificates, IEP's, grade cards, Alien Registration Cards, Proof of Residence. Quarterly Progress Reports (QPR) for all minors, Termination Summaries, Special Incident Reports (Sirs) – Archiving will be handled by PEDMS. PCMS to interface with PEDMS, which is post April 15 th .
11.59.	Provide capability for online Placement Coordinating Memos (PCM's).
11.60.	Provide capability for email alert system.
11.61.	Provide capability to fill out 5557 form. A sample copy to be provided to Capita.
11.62.	Provide capability to fill out Emancipated Living Plan Assessment Form.
11.63.	PCMS to track and report the START and STOP dates for each Placement.
11.64.	Provide alerts that will identify Independent Living Program (ILP) eligible youths (if youth 16+ years old and in placement or ordered placement then flag for ILP eligibility).
11.65.	For existing Placement minors who are re-detained, PCMS to alert the ZIPP Officer and the Record Officer of the new detention.
11.66.	When a minor is released to the Placement provider, the Regional Placement Officer, Resource Control DPO and START DPO are to be alerted in PCMS.
11.67.	The following list of forms will be electronically available for users to fill out on line and PCMS will save/maintain the data: Document Verification Request Form for PRUCOL Process – US DOJ Form G-845S

PCMS Scope – Draft

Req #	Description
	Statement of Facts Supporting Eligibility for AFDC Foster Care Form, FC-2 form – produced by CWS CMS – Department of Social Services
11.68.	PCMS to alert the Field DPO of the upcoming Notice of Hearing which is held every 6 month periods. Field DPO usually fills in the information and sends the Notice of Hearing to Court.
11.69.	PCMS to provide alerts for 6, 12 and 18 month Permanency Hearings and alternative Permanency Planning.
11.70.	It was noted that the template for JDRV report might change. The electronic JDRV form should be easily configurable to support the future changes.
11.71.	<p>Following is the list of miscellaneous information to be available under Placement module:</p> <p>PCMS to alert when relative and non-relative re-assessment is due.</p> <p>DPO's to be alerted when the 15-Day Review reports are due for cases on their caseload. Once a minor is actually referred to a Placement Facility, placed or Camp, and the Court is notified use the 15-Day Reviews, they are to be removed from the list of the 15-Day Review reports due to Court.</p>
11.72.	Detention Futures – If a minor in Placement is to be detained, the DPO of record places a call to IDC notifying them that the minor will be brought in for detention. In PCMS, this should alert the IDC, Juvenile Hall, and the DPO of record (for those cases where the DPO of record is not the one calling in the future to IDC). This process usually happens within a couple of hours of contacting IDC.
11.73.	Family Preservation - Family Preservation is an integrated, comprehensive community-based program, aimed at ensuring child safety. Probation supervision is enhanced by day treatment and in-home services provided by community-based organizations. This service is available to minors with HOP or Placement Orders. Field DPO makes the recommendation for this type of service. PCMS should be able to track the number of referrals, number of terminations, when the program was active and when it was terminated. This includes both the 236 WIC and 241.1 WIC minors.
11.74.	PCMS to provide Incident and Grievance feature for Halls and Camps. Placement subject matter experts to look at the existing PIRS to determine if the existing reporting mechanism will fit their needs.
11.75.	<p>PCMS will pre-populate the dates for the Suitable Placement New Case Assignment Form based on the following rules:</p> <p>If minor's age < 14 then no TILP is required. In this case, the date the DPO must complete the TILP by and TILP completed (copy in jacket) will be set to "N/A"</p> <p>If minor's age >= 14 then TILP is required</p> <p>If suitable placement recommended on this case = YES</p> <p>If TILP and foster case plan has been completed within the last 45</p>

PCMS Scope – Draft

Req #	Description
	<p>days from the disposition date then the date the DPO must complete the foster case plan and TILP will be the same as the date of disposition</p> <p>If TILP and foster case plan has not been completed within the last 45 days from the disposition date then the date the DPO must complete the foster case plan and TILP will be 30 days from the disposition date</p> <p>The date the minor must have a “face to face” contact, and the date the school information must be updated by will be 30 days from the disposition date regardless of whether the TILP and foster case plan has been completed within 45 days of disposition date or not.</p> <p>If suitable placement recommended on this case = NO</p> <p>The date the minor must have a “face to face” contact, the date the DPO must complete the foster case plan, TILP, and school information will be 30 days from the disposition date.</p> <p>PCMS will also provide capability to override those dates mentioned above.</p>
11.76.	PCMS to provide a user interface to view/update the existing Foster Care Case Plan goals and Concurrent Planning for each minor without having to go to the actual Foster Care Case Plan. Probation to provide a mock up of this screen.
11.77.	PCMS to alert DPO in-charge and the Supervisor when the TILP, JDRV and Foster Care Case Plans are due
11.78.	PCMS to check for consistency of case goal among TILP, JDRV, and Foster Care Case Plans. If these case goals do not match then a warning message is to be displayed before saving. Also alert the DPO in-charge if the goals are different.
11.79.	PCMS to provide the capability to re-populate the FCP, JDRV, and TILP from previous versions and save as a new plan.
11.80.	PCMS to provide a view to display permanent plan, concurrent plan, Judicial Review dates, Deputy’s recommendation and the actual ruling from court
11.81.	FC 23 to report on minors who have been in Placement for at least 30 days
11.82.	PCMS to track ICWA eligible minors and the specific tribes they belong to. Probation to provide Capita with a listing of all the tribes.
11.83.	PCMS to provide the ability to label and track Placement minors as active and inactive as identified by PPRC
11.84.	PCMS to alert Placement DPO on Suitable Placement minors detained in Juvenile Hall for over 30 days.
11.85.	PCMS to also provide the capability to view the active/inactive Suitable Placement minors in Juvenile Halls detained for over 30 days.
12.0 Supervision	
12.1	Incorporating GIS functionality into PCMS – Helpful in assigning supervision

PCMS Scope – Draft

Req #	Description
	cases by defining office catchment areas. The main purpose would be for producing statistics for defined areas of the county. It would facilitate for demographic analysis and allow for reports by sub-area or supervisorial district, etc. ELT to make a decision on whether to go ahead with GIS feature. Feasibility and associated costs to follow. This is not part of Phase I scope.
12.2	Automatic tracking of confinement time is a requirement for PCMS
12.3	PCMS will allow for the entry of the conditions of probation, as documented in the court order. PCMS will also allow for the tracking of the balance of specific conditions of probation (e.g. restitution, community service, etc.), entry of the completion of the conditions of probation/condition satisfied (including e.g. date of completion, # of hours, agency where completed, etc.) and populate to CASE NOTES (FORMERLY ROS) and case plan. Allow for capability of adding/deleting conditions of probation, with an upgrade of a new date and Court Dept. where deletion/addition ordered.
12.4	PCMS will allow for the entry, tracking and reporting of violations of probation.
12.5	<p>Provide capability to generate supervision statistical reports (by Area Office/Program, SDPO, DPO):</p> <ul style="list-style-type: none"> Caseload count by type (total caseload) for specific time period (e.g. reporting month), including BW ANRV's completed Number of court reports completed for specific time period (includes PPR/Dispo, Appearance Prog., Non-Appearance Prog., Fitness, Violation, 778 WIC, ANRV, 15-Day Review, 15 Day Post Camp Report, Prob. 1111, Subsequent 652 WIC, etc.) Number of cases with narcotic testing order (condition # 23 and/or 24) and number of narcotic tests conducted for specific time period School Location Report # of Case Departures by case type and case departure reason for specific time period # of BWI cases for specific time period # of cases with Reading Test provided # of minors by probation status who live out of the county and whether inter-county transfer requested or not, if requested, whether court transferred case or not and to which county. # of minors on courtesy supervision, from/to where, date received, date terminated # of minors on interstate compact, from which state, date received, date terminated.
12.6	It is a PCMS requirement to provide an alert when Receiving Location does not acknowledge the receipt of a case in specified time period.
12.7	It is a PCMS requirement to have an automatic process that compares

PCMS Scope – Draft

Req #	Description
	actual confinement time with what is in the Minute Order. Minute Order specifies if consecutive or concurrent confinement time is applicable. Over-detaining minors is illegal. The amount of time spent in the juvenile hall, time spent in camp, etc. counts against maximum confinement time. Reporting of maximum confinement time and time served is a requirement for PCMS. Another requirement is to be able to report 60 days prior to a minor reaching his/her maximum confinement time. The number of days should be configurable. Additionally, CDP and JAWS counts towards confinement time.
12.8	It is a PCMS requirement to provide a Future Court Date Report. When jurisdiction is terminated or case is dismissed (e.g. 654.2 WIC), all future court report events/appointments in PCMS will be discharged when there are no other active matters. Need edits in the system that will check for the following conditions: 1) Cannot close case in system with a future court date. 2) Cannot close case with active bench warrant.
12.9	It is a PCMS requirement to have checks for integrity of the sequence of disposition data. Example: Cannot enter a termination disposition if no court order for Home on Probation (HOP).
12.10	It is a PCMS requirement to have business rules that set contact requirements for minors based on court orders (including conditions of probation) and program standards. There should also be a capability to edit/override the contact requirements, assuming the user has permission/capability to perform this action. PCMS will allow for the data entry of required contacts and actual contacts for cases under supervision. There are various types of formal and informal contacts that will be entered. Non-compliance with required contacts will be alerted to the SDPO and any other designated management personnel.
12.11	PCMS to track the financial information to ensure that the minor is in compliance with his/her financial obligation. PCMS will provide a screen to capture financial obligations ordered by the court: Court Order Date, Offenses, Amount of Restitution, Date and Amount of Payments, Victim Name, Victim Address/Telephone, etc. Additionally, track whether initial Restitution packet has been completed. The interface to CARS is post April 15 and that interface will provide automatic capture of payment and balance sent from CARS.
12.12	Provide capability to generate the following reports: <div style="padding-left: 40px;">Arrest referral data by program, unit, DPO caseload, zip code, supervisorial district, zip code, city, SPA, age/age range, gender, ethnicity, etc.</div> Sustained 707(b) and other offenses by various criteria
12.13	On any contact with the minor, the following should be tracked and recorded in PCMS – presence of narcotics (if any), confiscated weapons, confiscated narcotics and any violations
12.14	Specialized Enforcement Operations (SEO) - SEO is requests that PCMS provide a template for Warrant and Arrest Reports.

PCMS Scope – Draft

Req #	Description
12.15	PCMS will provide a Confiscated Weapons and Narcotics Report (when items are confiscated during contacts/visits/searches associated with the minor)
12.16	CDP – Certain minors have PROTAP (Promise to Appear) court order or through IDC. PCMS will provide CDP with the information from IDC and the courts directly. Information to be tracked includes CASE NOTES (FORMERLY ROS), Violation Reports and Progress Reports (both of which are currently hand written), Information to Court Officers, etc.
12.17	CDP to supply a list of all violations and rules to incorporate into PCMS.
12.18	CDP - Designate the terms, such as the duration and hours and circumstances/ reasons minor are permitted to leave his/her residence.
12.19	CDP – require identification of DPO of record. Additionally, require PCMS to notify DPO of record when minor is detained, violated, etc. with court information.
12.20	PCMS to track the following for Mental Health Court: Participant list – PDJ# of the minor, nature and the date minor was accepted, graduation date, whether or not the minor completed the program successfully. Monthly referral form to track the new referrals. All the appointments and contacts connected with the minor.
12.21	Drug Court - PCMS should track only if drug court was ordered or dismissed for any minor and not any of the details of the program
12.22	Provide capability to track community service hours – total hours ordered, date of order, Court Dept. that made order, # hours completed, tracking balance and date completed.
12.23	Provide capability to track counseling sessions/hours – order date, Court Dept., name of counseling agency, dates of attendance, date completed and status/comments. Additionally, DPO to check box that minor/parent/guardian approved/signed release of information.
12.24	Provide capability to track substance abuse tests, including date tests scheduled, when/how minor notified to test, results of test, test for specific substance, court order, date, Court Dept., order termination date/Court Dept., etc.
12.25	Provide capability to maintain and track the 241.1 WIC Joint Supervision cases – date of order, offense, Court Dept. order date, social worker name/supervisor name and telephone numbers. Provide capability to track outcome of case once Joint Supervision terminated (minor made 602 WIC, continue as 300 WIC, etc.)
12.26	For 241.1 WIC Joint Supervision cases, provide capability to track when mental health evaluation was completed, who performed it, dates, etc.
12.27	PCMS is to share the 241.1 WIC Joint Assessment report and any other jointly signed documents between DCFS and Probation.
12.28	PCMS to have the three Unit 241.1 WIC Joint Assessment Court Officer referral forms (241.1 WIC Unit, AV and KJJC) available with the previously

PCMS Scope – Draft

Req #	Description
	known information auto-populated by the system.
12.29	Gangs - A gang information screen will assist the DPO with properly identifying a minor's gang affiliation. This is critical in that it will inform the DPO of minor's gang information, crew, tagging crew, clique, organized crime group, terrorist group, name of gang, source of identification,(substantiated by law enforcement, school official, DPO, self admit, etc.).
12.30	Gangs – Provide a gang description screen to include tattoos, scars, general description of the minor (this information is also available in Demographics), vehicles used, type of residence, i.e., apartment, house, house set up, etc. and source, if there are any dogs in the home (or other potentially dangerous animals).
12.31	Listing of weapons recovered from a minor (from residence, vehicle, person, etc.), date recovered and by whom.
12.32	<p>Provide capability to provide the following reports:</p> <ul style="list-style-type: none"> Listing by Gang (for active minors) to include minor's name, PDJ#, Probation Status, Next Court Date and other elements such as those minor with Condition #15, #25, etc. Field Contact Report – Listing by Program/SDPO/DPO for those staff who made 1)more than one field contact/reporting month; 2)one field contact/reporting month; 3) zero contacts/reporting month Field Contacts (Specific) – by Program/SDPO/DPO for # of field Contacts by given time frame (e.g. specific day of month) and by minor's name and PDJ #, etc. Probation Condition – by Program/SDPO/DPO for # of minors with Condition # 15, #25, etc. and gang, and by supervisorial district, zip code, city, SPA, street borders, etc... School Report – identified active gang members attending a specific school by Work Location/Caseload #, minor's name, PDJ #, school start date, etc. Gang Registration Orders – by Program/SDPO/DPO for # of minors that have gang registration orders Other statistics per IGSP monthly stats reports (e.g. # of incidents where weapons/contraband confiscated for specific time frame, etc.) If interface with resource mapping listing, be able to list resources by supervisorial district, zip code, city, SPA, camp, etc. (This will not be part of Phase I, as there has been no definite conclusion on this interface.) # of off the street detentions by offense, by program/work location, SDPO, DPO and supervisorial district, zip code, city, SPA. Track Mobile Team (IGSP) Juvenile Contacts as specified in statistics form.

PCMS Scope – Draft

Req #	Description
12.33	Alert that minor is active 300 ward prior to referral to probation.
12.34	Parole information screen to provide the DPO with an enhanced perspective of the parent's background (i.e. parole status), "other" residents in the home and document sources of information in comments field. Place holder – criminal activity/status of adults in the home for Phase I is limited to what is described under Registry – 3.29.
12.35	A tracking screen to track minor from institution to institution. This will enable the DPO to locate the minor and possibly assist outside agencies (law enforcement, DCFS, etc.) to locate minor by institution.
12.36	Results of narcotic test, violations, house call outcome.
12.37	Provide ability to track CBO information including: Minor's order to attend/dates, Minor's attendance and dates, Minor's progress, Number of sessions, Overall progress, etc. This functionality is currently in JJCPA CBO Tracking. The current interface of JCMS to JJCPA CBO tracking only records case notes when they are entered in the JJCPA CBO System. We cannot extend this at this time because of the timeline that the Department is targeting.
12.38	S.E.O – Ability to search by a specific address and/or location, i.e. 100 yards within a specified location, and ascertain who else resides at the location and who is on probation or parole. This is addressed in the Advanced Search feature of the Registry. This requirement depends on the decision to use the GIS functionality requirement referred to in 12.1. Also, PCMS will only have information on minors for Phase I, so if there are adult probationers in the vicinity, PCMS will not be able to record in Phase I.
12.39	JJCPA – PCMS to track all the JJCPA programs and cluster information
12.40	JJCPA – PCMS to provide ability to track and maintain information on minors and at-risk youth involved in JJCPA programs
12.41	JJCPA – Forms and reports from all 5 clusters will capture all necessary data for JJCPA programs.
12.42	JJCPA – The following forms will be available in PCMS 5(a/b) School Based Probation Supervision (High School Minors and At-Risk Groups) – completed for each youth in the program High Risk High Needs (HRHN) – completed for each youth 10(c) Gender Specific Services – Community-based (YWAR) Abolish Chronic Truancy (ACT) Expansion
12.43	JJCPA – Provide capability to generate the following reports:

PCMS Scope – Draft

Req #	Description
	<p>School-Based Reports Matrix</p> <p>JJCPA Middle School-Based Supervision Monthly Monitoring - Minors and High School-Based Supervision Monthly Monitoring</p> <p>JJCPA Middle School-Based Supervision Monthly Monitoring-236 WIC and High School-Based Supervision Monthly Monitoring-236 WIC</p> <p>School Location Report</p> <p>School Enrollment Special Report</p> <p>Contacts and Referrals (Minors and 236 WIC Youth)</p> <p>High School-Based and Middle School-Based Supervision – Monthly Breakdown of Case Departures-SDPO</p> <p>Track sheet by Clusters</p>
12.44	<p>JJCPA – Provide capability to generate the following statistical reports that are to be reported to the Board of Corrections (BOC) for Minors in JJCPA programs</p> <ul style="list-style-type: none"> # of arrests # of incarcerations (defined as stays in Juvenile Hall) # of violations (defined as new subsequent sustained petitions) # and % of minors that successfully completed probation # and % of minors that paid restitution # and % of minors that completed community service
12.45	<p>JJCPA – It is also a requirement to be able to determine out of those referred to JJCPA, how many were accepted or rejected.</p>
12.46	<p>JJCPA minors to reuse the same assessment and case planning as discussed in Assessment and Case Plan section of this document</p>
12.47	<p>JJCPA Outcomes - Capita to identify a technical solution that will accommodate the extraction of data by ISO.</p>
12.48	<p>Current school information, including school attended, grade, track, grades/credits, behavior (including suspensions and expulsions), attendance/absences/hours of attendance and start/stop dates (with reason, grad date, Home school district, Home school, GED/High School Equivalency Exam dates, special ed (IEPS). (same as 3.27) Baseline information required as indicated in statistical forms (e.g. grades/credits, attendance, behavior).</p> <p>Track youth on target to graduate (middle and high schools) and actual</p>

PCMS Scope – Draft

Req #	Description
	<p>graduates on an annual basis.</p> <p>Do not allow a DPO to input more than one school for minor unless override.</p>
12.49	<p>JJCPA - For the cluster operations, it is required to track the following. For each category (attendance) is tracked using a baseline and the actuals recorded for 12 months.</p> <p>School attendance (days – expected monthly; zero when non; blank when not applicable)</p> <p>Grades (not expected monthly – blank when not applicable)</p> <p>Credits (not expected monthly – blank when not applicable)</p> <p>Suspensions (not expected monthly – zero when non; blank when not applicable)</p> <p>Expulsions (not expected monthly – zero when non; blank when not applicable)</p> <p>Restitution</p> <p>Community service</p> <p>Attendance possible (expected monthly – blank when not applicable)</p>
12.50	<p>JJCPA - Partnering Principles – partnering with families, agencies to provide services. PCMS to track the following categories:</p> <p># of youth receiving Probation services in lieu of suspension/expulsion (school camps) – need to add this field (it will place the number of services but the existence of a number counts as 1)</p> <p>% of youth receiving Probation services in lieu of suspension/expulsion Minors (denominator is number of minors going through the program)</p> <p>% of youth where daily attendance monitored (a number indicates he attended, 0=not but should have, blank=school is not in session)</p> <p># of youth graduating HS or receiving GED (Y is counted as 1)</p> <p>% = out of all eligible to graduate based on highest for the grade level (senior if in high school, 5th grade if in grade school). PCMS may need to add a data field for holding “eligible to graduate” information.</p>
12.51	PCMS to track cases where record is sealed.
12.52	<p>PCMS to keep depository of DEJ terminated cases. Details of the prior DEJ terminated cases are not to be revealed in the system. Juvenile Investigators and Supervision to be able to perform a search based on DEJ ordered date and DEJ terminated date to see if a minor has a prior DEJ. After a successful completion of DEJ, the minor’s record is to be sealed, with the above exception where the Investigators or Supervision can perform a search. The sealing of the record is the same functionality in Case – 4.5. There will be no automatic sealing of cases in PCMS for Phase I, in order to meet the timeline.</p>
12.53	Parent Information: parent is gang member (active or non-active), deceased, incarcerated parent available (yes/no). other, with explanation.
12.54	Case Notes – ability to generate report by program requirements, by

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Req #	Description
	Program or Work Location, SDPO, DPO, # entries/defined timeframe, type of entry, date entered.
12.55	Track # of Youth Served by Program, Work Location, Bureau, Unit, DPO.
12.56	Courtesy Supervision – ability to close cases received from other counties in system
12.57	Track Pregnant and Parenting Teen Statistics.
13.0 Assessment and Automated Case Plan	
13.1.	<p>Case Planning is connected to the Assessment section of the application. The Automated Case Plan will be based on the High, Medium, Low risks identified in the assessment. Problem areas are identified as well as prioritized, which will drive the list of goals and negotiated action steps with the minor. PCMS will keep business rules defined by Probation Department, and present action steps that are recommended based on evidence-based principles/recommended steps defined by Probation Department. The Case Plan will also include referrals to services that are available to the minor, that will address/ match the action steps identified in the Case Plan.</p> <p>Below are policy issues identified for case planning:</p> <ul style="list-style-type: none"> a. PCMS to “guide” the type of referrals that are appropriate. Based on the assessment results, the three highest need areas are identified or rules set by probation. PCMS to identify the service types for these need areas. b. Implementing “Specific Referrals” would require resource mapping and the creation of a database that supplies specific providers linked to type of service and geographical location of service. c. A business rule engine can be developed to “guide” the process of dispositional alternatives as part of the case planning process. The process could be very complex for specific conditions, and needs to be reviewed manually. <p>Camps (RTSB) and Suitable Placement to develop a list of primary screening factors that could guide decisions. Ultimately, a decision module could be built where the Probation Officer answers a series of progressive questions.</p>
13.2.	System driven case planning versus policy driven aspects – This requirement is also discussed under Req 13.1. Policy decision will determine the case planning process. Once policy on basic case planning is set, decisions must be made on “mandatory” fields, overrides, notices and exceptions reporting.
13.3.	Provide capability to display and capture the answers for the 60 risk/protective items as defined by the LARRC assessment program.
13.4.	Calculate the resiliency score based on the answers to the risk/protective items. Classify the risk level (high, medium, low, or very low) based on the resiliency score range and the minor’s profile.
13.5.	Based on the answers to the risk/protective items, automatically determine the associated criminogenic problem areas.
13.6.	Provide capability to display subscale for the corresponding criminogenic

PCMS Scope – Draft

Req #	Description
	area problems.
13.7.	Provide capability to re-prioritize the problems based on the available programs /services and responsivity profile.
13.8.	Provide the capability to set the long term and short term goals according to the prioritized problems. Provide the capability of keeping a list of short term and long term goals based on the problems identified in PCMS.
13.9.	Provide the capability to recommend the available programs/services to reach these short term and long term goals and anticipate the outcome after finishing these programs. PCMS will track recommendations using data to be provided by JSAT/Brad Bogue, but DPO during the negotiation stage will identify what is actual recommendation. PCMS will track the overrides and the reasons for the overrides, as well as track negotiations reached with the minor. PCMS will track recommended as well actual programs/services picked by the DPO for the plan.
13.10.	Provide capability to monitor the progress of the minor under the case plan. Start and stop dates, as well as activities actually attended to, will be provided in the PCMS database. If the programs are serviced by external providers (CBO), PCMS will need to interface with JJCPA CBO Tracking post April 15.
13.11.	Provide the capability to display the printable formatted case plan.
13.12.	Provide the capability to display the geographic map for allocation resource (programs, providers and services) using 9-digit zip code. This will again depend on the resolution of the issue noted on Req. 12.1.
13.13.	Provide capability to save the draft of assessment and case plan. There will be 2 modes (stages) on the assessment and case plan. Each will have a “draft” mode and a “final” mode. While in “draft” mode, the user will be able to edit, update, add, etc. Draft of assessment and case plan will be maintained for a defined time period and can only be edited/ deleted by their generator – DPO/SDPO. Draft of assessment and case plan cannot be transferred. There can only be 1 “draft” assessment per minor at any point in time. There can only be 1 “draft” case plan per minor. Once a “draft” version of either of these 2 documents has been submitted as “final”, they can no longer be edited. If there is a need for a “modified” case plan, an approval from the SDPO is required, and a “modified” Case Plan will take the place of the “Final” case plan. A “modified” case plan will be kept separate from the “final” case plan. PCMS will track the instances of “modified” case plans in order to report to management the frequency of the modifications.
13.14.	Provide the capability to alert on incomplete listing of case plans by due dates.
13.15.	Provide capability to alert on incomplete assessments by due dates.
13.16.	Provide capability to alert on re-assessment in specified time period. The recommended re-assessment period is every 6 months. PCMS will provide an alert on re-assessment 30 days prior to the recommended re-assessment

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Req #	Description
	date.
13.17.	Provide capability to add, update the case plan (modify goals, etc.) while it is in draft mode.
13.18.	Provide capability to keep business rules/ thresholds and other conditions to limit the decision outcomes for the case plan. Business rules content to be provided by JSAT/Brad Bogue.
13.19.	Provide capability to track and measure success/failure of the case plan, as well as make appropriate re-adjustments to the case plan.
13.20.	Provide capability to Add/Update Assessment Questionnaires, Add/Update problems, Add/Delete linkage between subscale and problem, Add/Delete linkage between item and problem, Problem risk level threshold adjustment.
13.21.	Generate report by supervisorial district, city, zip code, SPA with the highest identified criminogenic need. The 6 criminogenic needs are substance abuse, criminal personality, anti-social values, dysfunctional family, low self-control, criminal peers.
14.0 Performance Counts and Management Reports (including Children's Budget and Partnering Principles)	
14.1.	Performance statistics made available to the staff – Monthly profiles for DPO, units and operations would be a learning tool. Such report would assist managers with addressing deficiencies, evaluating performance and planning operational changes. It is recommended that the Bureaus supply list of factors that are key to the success of their respective operations. The PCMS Committee would then try to incorporate these items in system design.
14.2.	Ability to generate "point-in-time" reports – These are snapshots of various performance statistics and rates. For example, open camp beds or late court reports as of a certain date. PCMS Committee will need input from bureaus as to what data need to be captured by the system.
14.3.	Ability to track data on Disproportional Minority Confinement – The policy issues would be requiring the function/capability and then approving the factors that are to be tracked and reported. Once this is finalized, in PCMS, it is a matter of having the appropriate data fields and producing the statistical report
14.4.	Need further clarification on performance-based standards.
14.5.	Tracking recidivism rate after 1 to 3 years from termination of probation. This can be achieved if Req #27 is met.
14.6.	Probation Violation – Refers to definitions used in measuring recidivism. The definition of a violation is critical to statistical outcome. ELT would need to define what counts as an instance of recidivism. Since some arrests do not result in sustained petitions (or convictions if adult), arrests alone may not be the factor under consideration. Since this data is not readily available, manual inquiries are required to determine the outcome of the arrest. There is also the possibility of using a code table to rank offenses in degree of seriousness. This could be suited to analyze any trend, up or down, in degree of seriousness of successive offenses. This

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Req #	Description
	could be a significant factor in assessing the success of interventions and services.
14.7.	Availability of management reports. A list of reports will be provided to Capita.
14.8.	All the performance counts related reports included in Performance Counts Section 3.3.1 will be generated in PCMS.
14.9.	PCMS to include Performance Counts related to the strategies as outlined in the Juvenile Field/Special Services Bureau Strategic Plan (handout) discussed during the Functional Requirements Gathering Session on 11/10. Various objectives that are to be measured in PCMS were identified in the same session.
14.10.	PCMS to track outcomes for Children's Budget.
14.11.	PCMS to track outcomes for Partnering Principles.
15.0 At-Risk Minors	
15.1.	Provide capability to restrict the viewing of At-Risk Juvenile information to limited users based on the access rights.
15.2.	Currently JCMS has "all or none" access to At-Risk minors. Would like the new system to have access levels defined at finer levels.
15.3.	Access to At-Risk minors – should not show up in any search results. No PDJ Number is used for At -Risk minor. Youth Id is currently used. There is an open issue as to whether we should keep the current Youth Id or provide a PDJ Number, but still have a way of designating that the minor is At-Risk and should not be included in reports, views, lists unless the user has specific access allowed for that minor.
15.4.	Very limited demographic information is tracked on At-Risk. Only name, birth date and parent information are kept.
15.5.	PCMS to maintain a separate schema for At-Risk minors, but be able to re-use some of the features and access same set of code tables as the regular database. For instance, PCMS to provide capability to perform Assessment on At-Risk minors
15.6.	Youth-id to be auto-generated for At-Risk minors
16.0 Administration	
16.1.	Ability to modify/change/delete user profiles in-house.
16.2.	Provide capability to define default values for data entry.
16.3.	Provide capability to add/view/delete/update information about Court Departments.
17.0 Interfaces¹	
17.1.	The following interfaces are currently in production for minor: JCMS to JAI (JPDD) PIMS to JCMS PIPSDR PIPSFC JAI to JCMS

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Req #	Description
	<p>JICC01 JICC02 JICC04 JICC05 JICC18 JICC06 JICC702 JICC08</p> <p>AJIS to JCMS JJCPA to JCMS PEDMS to JCMS JCMS to PEDMS</p> <p>Note: Need JAI to JCMS interfaces with CC09, CC10 and JINQ/PINQ, but these are currently not in production, and are therefore not in scope for this phase.</p>
17.2.	Automated Interfaces and automatic updates – Issues with release of modules to production without the corresponding interfaces in place will pose some serious workload issues. This requirement item does not specify any specific system need. The only items in scope are the ones identified in 17.1.
17.3.	Future interfaces with arresting agencies in regards to counseled and released dispositions, Informal and Juvenile Traffic Court . Not in scope for this phase.
17.4.	Interface with CrimeWeb, CalGang ,CCHRS, WRIT, WANTS, Pre-Trial, and other law enforcement systems – desirable but not high priority interfaces. Please note that PD ELT prioritizes the interfaces that will be worked on. Not in scope for this phase.
17.5.	Interface with ProbLite; Measure and maintain statistics for the number of probation youth with DCFS/Dependency histories (JAI/300 screens). Not in scope for this phase.
17.6.	Interface with Law Enforcement systems to track arrests after closing the probation case. PCMS should be able to list closed cases by the set identifiers and the list can be run for any arrest records at any point of time using the information coming from the interfaces. The process is to be automated so that the selected cases are automatically run at certain points in time and tracked on a periodic basis. Not in scope for this phase.
17.7.	Interfaces with CARS or a new Accounts Receivable System. Not in scope for this phase.
17.8.	A future requirement for PCMS is to interface with Kroll (Pharm Chem) for the drug test results. Not in scope for this phase.
17.9.	Gangs - It is a PCMS requirement is to keep track of Clearing Houses. PCMS should be able to interface with Law Enforcement system (not part of

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Req #	Description
	Phase I) to have this information readily available to the DPO's. Not in scope for this phase.
17.10.	It was requested that PCMS interface with LEADS which has tattoos and mug shots of minors. Not in scope for this phase.
17.11.	SEO requested for an interface to SRF. Not in scope for this phase.
17.12.	It was requested by CDP that an interface with Sentinel be eventually part of PCMS. Not in scope for this phase.
18.0 Miscellaneous	
18.1.	It is a requirement for the PCMS data architecture to be able to generate information following the CJIS standards, as well as the DOJ XML standards.
18.2.	Specifications to be laid out for entering and tracking payments for adult and juveniles. We are not interfacing with the restitution system for Phase I, but we will provide one basic screen to enter restitution payments.
19. Transportation	
19.1	PCMS will have the capability for entering that minor is with Transportation. This includes the capability of acknowledging receipt of a minor by Transportation.
19.2	PCMS will have the capability of designating when a "Pit Stop" has been made. Probation Department will provide the designated values for "Pit Stops"
19.3	Transportation screen to show all out-of-state and out-of-county and out-of-country transfers for a given date range or for a given date. PCMS will provide a mechanism for entering an out-of state transfer, so that a list can be generated.

Appendix B– Assumptions

Assumptions are an inherent part of estimating and planning. Project-level assumptions are identified in this Work Order. These assumptions identify scope, environmental and resource factors that may impact the development and delivery of PCMS on a timely manner . The estimates have also be used a factor in determining the project budget and schedule.

1. The PCMS system is not multilingual. Only an English version will be developed.
2. This work order does not include any integration to other systems other than what is specified in Appendix A Section 17.1.
3. In order to control the project schedule and cost, the information exchange between team members will be accomplished in a timely manner. When a deliverable is delivered to the County, the County representatives will review the deliverable within a reasonable time period and obtain the necessary signoff signatures. To limit project cost Capita will make only one round of corrections to the deliverable. The corrections have to be submitted on a timely manner. Timely is defined as 10 business days for any deliverable submitted.
4. Probation Department will designate resources that are Probation experts, as well as personnel to perform User Acceptance testing for the project. Quality assurance and user acceptance testing will be Probation Department's responsibility, in order to save on cost.
5. Probation Department will have the responsibility for providing list of values for tables. Examples of this are court departments, camps, and other items that are necessary to make the system operable.
6. Probation Department will provide the operating environment for the development and final implementation architecture. Procurement of 3rd party software and hardware is the responsibility of Probation Department. Capita will identify the required hardware and software for Probation Department, and for Capita's development and test requirements.
7. Conversion of data is limited to conversion of JCMS, IDC, PDS and WITS data. Probation Department personnel will be responsible for providing Capita with clean data from these source systems. Capita's responsibility is limited to loading the PCMS tables with clean data from such source systems. Capita will designate a one-time load for the conversion, which will be done in conjunction with Probation Department's help. Verifying the accuracy of the converted data, and correcting erroneous data is Probation Department's responsibility.
8. Probation Department will purchase development and testing tools, databases, and required third party software that are specific to this project for Capita.
9. Limitations of third-party tools or database, will be the tool/ database vendor's responsibility, and are outside of Capita's responsibilities.
10. User Help, System Documentation and all other types of documentations that Probation Department deems necessary to operate, are not included in the deliverables for this project, as this is the only means that Capita can keep the project cost down.

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11. This work order includes only a 1 day “Train the Trainer” session. A “Train the Trainer” document will be created for this training. No other training documentation will be developed.
12. Base on our understanding of the requirements, we estimate that there are approximately 200 or less screens that will be developed for PCMS. Anything in excess of this number is not in scope for this project.
13. There are only 72 forms and reports that will be developed for this phase. While Appendix A listed the various forms and reports that are desired for the system in various sections and in Section 14 of Appendix A, in order to meet the timeline and budget for the project, Capita’s responsibility is limited to only 72 forms and reports.
14. Ad-hoc, extracts and other data extraction needs that Probation requires will continue to be ISO’s responsibility. It is not in scope for this phase of the development.
15. In order to meet the timeline for the project, the Administration requirement in Section 18 is limited to the following:
 - 1 screen for adding users to the system
 - 1 screen for changing default values and list of values.
16. In order to meet the timeline of the project, Capita has started development of Milestone 1 before the Design Specifications are signed off. Major changes or deviations are not included as part of this scope and Capita will need Probation Department’s help in minimizing such deviations. If any changes are so significant that it will impact the project cost and schedule, such cost will be the responsibility of Probation Department.

**PROBATION CASE MANAGEMENT SYSTEM FOR
THE COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

I. BASELINE SOFTWARE

Contractor shall provide system analysis, design, and programming services to the Los Angeles County Probation Department. Contractor shall involve various technologies including Oracle database, Oracle application development tools, PL/SQL, Oracle Application Server, C and Java programming languages, and Java Server Pages.

A. Juvenile Institutions Module

Contractor shall provide the following prior to production:

1. Analyze, design, develop, and implement systems interfaces between PCMS and a number of other criminal justice systems using the Information Systems Advisory Body's (ISAB) middleware system to exchange information.
2. Analyze, design, and implement programs to convert data from a number of existing Probation systems to PCMS.

B. Juvenile Community Module

Contractor shall develop the Juvenile Community Module to include case management, investigation, and supervision of Probation minors in the community. The development of the Juvenile Community Module shall include the following:

1. "Common" Juvenile Functions – functions that apply globally across PCMS are included in this module.
2. Application Security – includes logging in/out, and establishes user access based on user responsibilities.
3. Registry – contains the common data elements such as demographics that apply cross the application.
4. Intake – the information flow from the time the juvenile first enters the Probation system. The intake information will be updated by various users.
5. Case – includes the establishment and management of the case
6. Case Assignment and Transfer – includes the assignment, or transfer of case(s) to Probation Officers
7. Investigation – includes investigation functions performed by the Juvenile Field Services Bureau.
8. Institutions – this module includes the processes that are performed when the probationer is housed in a Probation institution such as halls or camps. This module will cover the processes for:
 - Halls

- Camps
 - Common Shareable Functions Between Camps and Halls
9. Supervision – includes functions to assist with supervision of the minor.
 10. Assessment and Case Planning – Includes functions to assess the minor and create a case plan.
 11. Transportation – Includes processes management and tracking of minors transported.
 12. Placement – Includes functions to assist with the placement function.
 13. Other Features – Provides management with monitoring and statistical reports. See report and form limitations as described in Part C A.1
 14. At-Risk – Includes functions to track the At-Risk-Youth at a highly confidential level.
 15. Administration – Includes system administration tools to modify/change views, user profiles, etc.
 16. Miscellaneous Forms and Reports – Contractor shall develop - 72 forms and reports as instructed by County.

II. DATA CONVERSIONS

Contractor shall convert/migrate the existing data from the following source systems listed to PCMS:

- A. Juvenile Caseload Management System (JCMS), which is on an Oracle database residing on a Unix-based minicomputer maintained by the County of Los Angeles Internal Services Department (ISD); JCMS is deployed as a Web application using Oracle Application Server (OAS).
- B. Probation Detention System (PDS), which is a Natural/ADABAS system residing on an IBM Mainframe computer;
- C. Intake Detention Control (IDC) is a standalone Clipper system that is used for performing intake functions at the time that a minor is brought in to the juvenile hall.
- D. Ward Inmate Tracking System (WITS) is a standalone Clipper system that is used to record minors housed in halls, camps and other closed placement facilities within the department.

III. CURRENT INTERFACES

Contractor shall provide the following Current Interfaces to PCMS:

- A. JAI to PCMS Interfaces:

1. JICC01 – Filing Petition - This interface obtains information on petitions filed for a juvenile as entered in JAI.
2. JICC02 – Sustained/ Dismissed Charges – The JICC02 event is triggered on 3 instances such as New DA Disposition, New Court Disposition or Deletion of old Disposition. The interface must also process new court dispositions.
3. JICC04 – Companion Add/Update – This interface updates/inserts companion information in PCMS from JAI.
4. JICC05 – Minute Order/ Add – This interface depends on JICC01 and JICC02 having completed. Various updates/ inserts to PCMS tables are performed based on the minute order information received from JAI. The charges and the offender already exist in PCMS, and processing minute order information from JAI updates the disposition as well as the hearing dates for the case.
5. JICC06 – Minute Order Update – This interface handles updates to minute orders received from JAI.
6. JICC08 – Miscellaneous Minute Order – This interface processes court events received from JAI.
7. JICC18 – Bench Warrant Issued – This interface receives and processes bench warrant issued by the court as received from JAI.
8. JICC702 – Conditions of Probation – This interface receives conditions of probation information from JAI and updates the necessary PCMS tables.

B. PIMS to PCMS Interface:

Prosecutor Information Management System (PIMS). This handles District Attorney (DA) events such as the File Charges and the Declined Charges. The offender and the arrest information already exist in PCMS, and these events are necessary to be processed so that PCMS will have the most updated File and Decline Charge information for the offender.

C. AJIS to PCMS Interface:

Automated Justice Information System (AJIS). AJIS shall receive and process arrest and booking information. AJIS receives various information such as new offender and the offenses, arrest charges on existing offenders, updates on arrest charges, new or updates to various profile information such as addresses, names and other demographic information.

D. JJCPA to PCMS and PCMS to JJCPA:

Juvenile Justice Crime Prevention Act (JJCPA), Community Based Organizations (CBO). The JJCPA CBO Tracking system currently validates the PDJ (Probation Department Juvenile) and Youth ID numbers entered by the CBO's against PCMS. This is handled through a real time interface between the two systems. The JJCPA CBO Tracking System also through an interface passes case notes recorded by the CBO in CBO Tracking System to PCMS. The interface processes such notes in the PCMS tables so that the County can see all supervision case notes for the minor. CBO will see the case notes entered in CBO tracking system from other agencies but will not see County's case notes entered in PCMS.

E. PEDMS to PCMS and PCMS to PEDMS:

The Probation Enterprise Document Management System (PEDMS) is the central repository for all the documents within the Probation Department, as well as provides a central workflow mechanism for the Department. The PEDMS interface with JCMS (Juvenile Case Management System) performs two distinct functions:

1. On the sending side, PCMS sends future court reports to PEDMS.
2. PEDMS sends an acknowledgment notification that the court report has been received in the system. Once PEDMS sends the court report to the court, PEDMS sends notification to PCMS.

F. JCMS, PDS (including QA):

G. WITS, IDC (including QA):

H. Current Interfaces – Group I:

JJCC01
JJCC02
JJCC04
JJCC05
JJCC06
JJCC08
JJCC18
JJCC702

I. Current Interfaces – Group II:

PIMS
AJIS
JJCPA-PCMS
PEDMS (including QA)

J. The following interfaces are currently in production for minor:

JCMS to JAI (JPDD)
PIMS to JCMS
PIPSDR
PIPSFC
JAI to JCMS
JICC01
JICC02
JICC04
JICC05
JICC18
JICC06
JICC702
JICC08
AJIS to JCMS
JJCPA to JCMS
PEDMS to JCMS
JCMS to PEDMS

IV. FORMS AND REPORTS

- A. Forms and Reports – Batch I**
- B. Forms and Reports – Batch II**
- C. Forms and Reports – Batch III**

SYSTEM COMPATIBILITY

I. SYSTEM HARDWARE

II. THIRD PARTY SOFTWARE

APPLICATION TRAINING

TO BE DEVELOPED

ATTACHMENT A.5

OTHER PROFESSIONAL SERVICES

TO BE DEVELOPED

I. DELIVERABLES:			
DELIVERABLE	DESCRIPTION	ASSOCIATED MILESTONE	FIXED PRICE MAXIMUM*
Deliverable 1.1 (KEY)	Project Control Document	1	\$0.00
Deliverable 1.2	Define Application Development Methodology		0.00
Deliverable 2.1	Weekly Status Reports		0.00
Deliverable 2.2	Monthly Steering Committee Reports And Meetings		0.00
Deliverable 3.1	Design Specifications Document – Volume I		0.00
Deliverable 3.2	Design Specifications Document – Volume II		0.00
Deliverable 4.1	System Hardware Approval and Recommendation of Changes		0.00
Deliverable 4.2	Third Party Software Approval and Recommendation of Changes		0.00
Deliverable 5.1	Screens – Phase I		0.00
Deliverable 5.2	Screens – Phase II		0.00
Deliverable 6.1	Data Conversion		0.00
Deliverable 6.2	Interfaces		0.00
Deliverable 7.1	Forms and Reports – Batch I		0.00
Deliverable 7.2	Forms and Reports – Batch II		0.00
Deliverable 7.3	Forms and Reports – Batch III		0.00
Deliverable 8.1	Specifications – Volume I		0%
Deliverable 8.2	Specifications – Volume II		0.00
Deliverable 9.1	Deployment Plan		0.00
Deliverable 9.2	Deployed Application Software		

I. DELIVERABLES:			
DELIVERABLE	DESCRIPTION	ASSOCIATED MILESTONE	FIXED PRICE MAXIMUM*
Deliverable 9.3	Converted jcms, pds (including QA) Data		
Deliverable 9.4	Converted wits, idc (including QA Data		0.00
Deliverable 9.5	Interfaces – Group I		0.00
Deliverable 9.6	Interfaces – Group II		
Deliverable 10.1	System Test		0.00
Deliverable 10.2	User Test		0.00
Deliverable 10.3	Final Acceptance Test		0.00
Deliverable 11.1	Training Plan		0.00
Deliverable 11.2	Trained Staff		0.00

SUBTOTAL (Deliverables)	
II. MAINTENANCE AND SUPPORT SERVICES ** SHALL BE PROVIDED BY CONTRACTOR IN ACCORDANCE TO EXHIBIT B.I (MAINTENANCE AND SUPPORT SCHEDULE)	
III. OTHER PROFESSIONAL SERVICES: a. Customizations shall be provided at a rate of \$125.00 per hour. b. Additional Training Each class can hold up to 10 people. The cost for Capita is \$3,000 for a one day, and \$7,000 for a 3 day. The training will have two Capita trainers.	
GRAND TOTAL	

*There will be ten percent (10%) withholds on all invoices/payments, to be paid by County to Contractor at the end of the Warranty Period.

**Payments for Maintenance and Support Services will be paid monthly in arrears commencing not sooner than the month following the expiration of the Warranty Period.

Attached Schedules:

Schedule B.1 – Maintenance and SupportB.1
Schedule B.2 – Other Professional ServicesB.2

Maintenance and Support Schedule

Year 1 - Assumptions: 4.5 resources for first 6 months, 3.5 resources for second 6 months

[illegible]

TO BE DEVELOPED

I. INTRODUCTION:

Capitalized terms used in this Exhibit D (Maintenance and Support Services) without definition shall have the meanings given to such terms in the body of this Agreement.

Contractor shall provide Maintenance and Support services in accordance with the requirements set forth in the body of this Agreement and this Exhibit D. Maintenance and Support services include Maintenance Services consisting of Updates, which include, but are not limited to, modifications, upgrades, patches, new releases, to the Application. Software, as well as operational System Support, which includes, but is not limited to, help-desk support during hours of operation ("Help Desk"), as requested by County.

Maintenance and Support Services shall commence in accordance with the provisions set forth in Paragraph 5.1.4 (Maintenance and Support) of the body of the Agreement and shall continue for the term of this Agreement, if so elected by County.

II. APPLICATION MAINTENANCE AND SUPPORT:

Following the Warranty Period and in exchange for the payment of the Maintenance Fees in the amounts set forth in Exhibit B (Schedule of Payments) pursuant to this Agreement, Contractor shall provide Maintenance and Support services for the Application Software from Contractor's business premises and/or from County facilities, twenty four (24) hours a day, seven (7) days a week, including holidays. Between 6AM and 6PM, Contractor shall respond to call for support within one hour of request. County's Project Manager may submit a request for Maintenance Services via electronic mail (email), telephone, or pager. Maintenance Service calls (including pager calls) reporting Application Software Deficiencies will be followed up by the County's Project Manager's or his/her designee's via electronic mail (email) for Contractor record keeping. Maintenance Services shall include Contractor performing the tasks outlined below:

A. General:

1. County agrees that Contractor will exclusively be maintaining and updating the application. If anyone outside of the contractor works on the application this will nullify any credit fees for the County. If anyone outside of the Contractor works on the application, which result in application issues this will nullify any credit fees for the County.
2. County shall endeavor reasonably to provide Contractor with information and assistance necessary to detect, simulate, reproduce, and correct Deficiencies; however, regardless of the level of assistance provided by County, Contractor shall be solely responsible for the timely correction of Deficiencies.
3. Contractor shall notify County of Updates to the Application Software pursuant to Section III (Software Version Release) of Schedule D.3 (Correction of Deficiencies). Contractor shall install such Updates to the Application Software at no additional cost to County beyond the maintenance fees. Any Updates necessary to remedy security problems in the Application Software (e.g., closing “back doors” or other intrusion-related problems), whether identified by Contractor, County or a third party, shall be provided to County within ten (10) calendar days of Contractor’s knowledge of the existence of such security problems.
4. In the event that Oracle or any another third party vendor releases a security patch for the operating system software, the party who first becomes aware of such release shall within seven (7) calendar days notify the other party. Contractor shall assist the County in testing the compatibility of the security patch with the Application Software in its facility and shall, at no additional cost to County beyond the Maintenance Fees, provide Updates to the Application Software necessary to make such operating system software security patch compatible with the Application Software. In the event it is determined during testing that the operating system software security patch is not compatible with a Third Party Software product, Contractor shall provide the County with an operational plan to protect the integrity of the Application Software until such time as the Third Party Software product is modified by the third party vendor.
5. County shall notify Contractor thirty (30) calendar days prior to the planned installation of any necessary service packs to the existing version of operating system software. Contractor shall test the

compatibility of the service pack with the Application Software in its facility and report its findings to the County within seven (7) calendar days after notification from County of its planned installation of the service pack, and shall, at no additional cost to County beyond the Maintenance Fees, provide Updates to the Application Software necessary to make such operating system software service packs compatible with the Application Software within thirty (30) calendar days after the notification by County. In the event it is determined during testing that the operating system software service pack is not compatible with a Third Party Software product, Contractor shall provide the County with an operational plan to protect the integrity of the Application Software until such time as the Third Party Software product is modified by the third party vendor.

6. Contractor shall provide help and assistance for Third Party Software that is deemed to be part of the Application Software, as described in Section III (Third Party Software) of Attachment A.2 (System Software) at no additional cost to County beyond the Maintenance Fees, regardless of whether the license to such Third Party Software is obtained through Contractor or through an extension of an existing County license with such Third Party Software provider.
7. Contractor shall utilize and maintain an automated Incident Tracking System ("ITS"), described in Schedule D.1 (Incident Tracking System) attached hereto, which shall be used to record/log service and problem calls made by County to Contractor. Contractor shall review the ITS on a daily basis to check for new entries and to follow-up on unresolved problems. Contractor shall provide a secured access to an Internet Website to provide incident tracking for County PCMS Users. The automated ITS tool shall include, at minimum, the following:
 - a. Problem/Service Identification Number;
 - b. Date and time reported;
 - c. Contact/person reporting the problem and phone number;
 - d. Reference Number (Reference Attachment A.1 (Application Software Functional Requirements));
 - e. Problem/Service Description;
 - f. Service Type (i.e., Deficiency Severity Level);

- g. Resolution status and estimated fix date; and
- h. Resolution plan and results, actual resolution date (fix date).

Fix date is the date that Contractor submits the code fix to the County for testing and approval.

- i. Capability to attach screen prints, reports, etc. as needed to assist with the problem definition.
8. If and when County reports a problem/Deficiency or submits a service request, Contractor shall diagnose the problem/Deficiency and determine whether it is caused by the Application Software and/or associated Third Party Software. Such diagnosis and determination shall be included as part of the Maintenance Services hereunder and provided without additional charge, even if the condition is ultimately determined to be caused by System Hardware, operating system software or user error and not by the Application Software. Contractor shall specify the item of such System Hardware or operating system software or user error that caused the apparent Deficiency. If Contractor determines that Application Third Party Software caused the Deficiency, Contractor shall provide assistance to County as set forth in Paragraph 10.4.3 (Resolution of Third Party Software Deficiencies) of the body of the Agreement.

B. Preventive Maintenance:

- 1. As part of Maintenance Services, on a monthly basis and as agreed upon by County and Contractor, Contractor shall perform preventive maintenance on the Application Software ("Preventive Maintenance"). As part of Preventive Maintenance of the Application Software, Contractor shall perform any and all Preventive Maintenance necessary for the operation of the Application Software in accordance with the Specifications.

C. Corrective Maintenance:

- 1. As part of Maintenance Services, Contractor shall perform Corrective Maintenance to correct any failure of the Application Software and to remedy Deficiencies (collectively, "Corrective Maintenance"), such that the Application Software operates in accordance with Specifications, including Response Times.

2. In the event that Corrective Maintenance is required of Contractor, the party that first identifies the Deficiency shall notify the other party of the need for Corrective Maintenance, upon which notification County's Project Manager, in his/her sole judgment, will determine if the error or malfunction is a Severity Level I, Severity Level II or Severity Level III Deficiency (each a "Problem Severity Level") as follows:

Severity Level I Deficiency: means a Deficiency, that causes the Application Software or any component thereof to halt processing or is causing data integrity issues for which no temporary, reasonable workaround is available.

3. Severity Level II Deficiency: means a serious Deficiency that (i) affects required functionality and has a reasonable workaround, or (ii) causes inconsistencies or irregularities and is deterring users from meeting required schedules, or (iii) fails to meet the applicable Response Time requirements.

Severity Level III Deficiency: means any Deficiency, which is not a Severity Level I or Severity Level II Deficiency, and is not an enhancement of functionality or expanding the capabilities of a feature.

4. Contractor shall provide Corrective Maintenance in accordance with this Paragraph C (Corrective Maintenance), pursuant to the escalation process described in Section II (Problem Escalation Process/Resolution Times) of Schedule D.3 (Correction of Deficiencies) attached hereto.

III. DOWNTIME CREDITS:

A. General:

1. Downtime Credits shall accrue under this Exhibit D for Contractor's failure to maintain Application Software reliability, for failure to timely correct Deficiencies and for the Application Software's failure to satisfy Response Time Requirements, as defined below in Section IV (Response Time Warranty) of this Exhibit D, (collectively and individually, "Downtime Credit(s)"). The amount of the Downtime Credits will depend on the extent and duration of Contractor's continuing failures. The amount of time elapsed for the calculation of Downtime Credits will be determined by the timestamp evidenced in the Incident Tracking System at such time as a service request is sent by the County to Contractor.

B. Downtime Credits – Application Software Reliability:

1. Without limiting any other rights and remedies available to County, either pursuant to this Agreement, at law, or in equity, County shall be entitled to Downtime Credits in the event the Application Software or function/module within the Application Software is not operating in accordance with the Specifications and is unavailable to Users (“Application Software Reliability Deficiency(ies)”) and/or there is a Severity Level I or Severity Level II Deficiency for a period of time (“Downtime”) from the end of the Problem Resolution Timeframe goal set forth in Section I (Problem Correction Priority) of Schedule D.3 (Correction of Deficiencies), as determined by County’s Project Manager, for any Application Software component for which Contractor is providing Maintenance Services.
2. Application Software Reliability Deficiencies shall be considered Severity Level I. Downtime credits for Contractor’s failure to remedy the Deficiency causing the Application Software to fail to maintain the Application Software Reliability shall accrue as set forth in Section III.C.1 below.
3. Downtime Credits shall not be issued for Downtime occurring during mutually agreed upon scheduled or planned shut down of the System Hardware, System Software or Application Software for Preventative Maintenance or Response Time testing.

C. Downtime Credits – Corrective Maintenance Response Time Failures:

If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Section II.BC (Corrective Maintenance) of this Exhibit D, then in each instance Downtime Credits shall accrue for the benefit of County, calculated as set forth below:

1. For Severity Level I Deficiency, Downtime Credit equal to Three Hundred Dollars (\$300) per day for each twenty-four (24) hours the Severity Level I Deficiency(ies) continues:
 - a. Without a workaround beyond four (4) hours from notice from County of such Deficiency(ies), or
 - b. Without a resolution beyond one Business Day from notice from County of such Deficiency(ies).

2. For Severity Level II Deficiency errors or malfunctions, Downtime Credit equal to One Hundred Fifty Dollars (\$150) per day for each Business Day one or more Severity Level II Deficiency(ies) continue:
 - a. Without a workaround beyond two (2) Business Days from notice from County of such Deficiency(ies), or
 - b. Without a resolution beyond ten (10) Business Days from notice from County of such Deficiency(ies).
3. For Severity Level III Deficiencies errors or malfunctions, Downtime Credit equal to Fifty Dollars (\$50) per day for each Business Day one or more Severity Level III Deficiency(ies) continue:

Without a workaround beyond ten (10) Business Days from notice from County of such Deficiency(ies), or
Without a resolution beyond thirty (30) Business Days from notice from County of such Deficiency(ies).

Work around means that the user can still perform many of the application functions, but some functions, if deemed not critical by COUNTY, may not be operational.

D. Downtime Credits – System Software Response Time:

Any Deficiency identified as a result of the Response Time monitoring procedures set forth in Section **Error! Reference source not found.** (Response Time Warranty) shall be considered Severity Level II Deficiency. Downtime Credits for Contractor's failure to remedy the Deficiency causing the System Software to fail to meet Response Times shall accrue as set forth in Section III.C.2 above.

E. Downtime Credits – Maximum Amount:

The cumulative total of all Downtime Credits accruing during any one (1) calendar month shall not exceed the monthly Maintenance Fee paid by County to Contractor.

F. Response Time Test/Monitoring Procedure:

From time to time at County's discretion, County is entitled to request that Contractor, and Contractor agrees to, monitor the Application Software for a continuous length of time as agreed to in writing by County and Contractor, in accordance with a mutually agreed upon monitoring plan, to verify defined Response Time.

1. A written report shall be prepared by Contractor which shall identify the total number of prompt-to-prompt interactions measured during the monitoring period, the Response Time of each such interaction and such other information as is agreed to by Contractor and County.
2. Any noted Deficiencies resulting from the Response Time test shall be classified as Severity Level II Deficiency(ies).
3. County shall provide Contractor with written notice informing Contractor that County is requiring a Response Time test. The Response Time test shall commence no later than fifteen (15) Business Days after County provides such notice, unless the parties mutually agree otherwise.
4. Contractor shall provide County with its standard test plan. County will revise such test plan, and Contractor's Project Manager and County's Project Manager shall mutually agree to the revised test plan.
5. Prior to commencement of the testing, County will notify Users of any conditions and restrictions of System Software use during the test period.

INCIDENT TRACKING SYSTEM**I. INTRODUCTION**

Contractor shall develop, implement and maintain an automated Incident Tracking System (ITS), which shall be used to record and respond to deficiencies identified by County to Contractor. Contractor shall provide a secured access to an Internet Website to allow County access 24 hours a day 7 days a week to report problems, report incidents/request services, monitor progress on unresolved incident report/request, etc. The automated Service Tracking System created by Contractor shall include, at minimum, the following data entry fields:

- A. Identification Number: Each incident reported shall be automatically assigned a unique identification number, which shall be used to track, document and or respond to queries regarding activities relating to a specific service request.
- B. Date and Time: Each incident reported shall include the date and time the service request was first initiated, which shall be used to document and/or monitor response time.
- C. Contact Person: Each incident reported shall include the name, title and telephone number of the person initiating the service request, who shall be used as the point of contact for inquiries regarding the request.
- D. Reference Number: Each incident reported shall include, if applicable, the specification Reference Number, as specified in Attachment A.1 (Application Software Functional Requirements).
- E. Service Description: Each incident reported shall include a detailed description of the problem encountered, which shall be used to investigate, reproduce, verify and resolve the problem encountered.
- F. Service type: Each incident reported will be assigned a Severity Level I, II, or III designation, according to Schedule D.3 (Correction of Deficiencies), which shall be used in determining the applicable Resolution Time.
- G. Resolution Status and estimated fix date: Each incident reported shall include Contractor's analysis of the problem, the proposed resolution (e.g., Update, Enhancement, System Support, Customization), resolution activities (e.g., description of calls to/from Contractor/County, referral to Contractors Engineering staff for correction or investigation, referral to Contractor Help Desk, etc.) and the estimated date for completion – to be completed by Contractor.
- H. Resolution Plan and Results: Each incident reported shall include the current status (e.g., open, closed, hold, pending, under investigation) – to be completed by Contractor. Also need to have actual date of fix.

INCIDENT TRACKING SYSTEM

II. **COUNTY RESPONSIBILITIES:**

- A. County shall identify County staff authorized to access and initiate online incident reports/service requests, via Contractor's automated Incident Tracking System. County will notify Contractor in writing of all authorized personnel.
- B. County shall be responsible for determining the Severity Level assigned to each incident. The County's determination of the Severity Level is final and not subject to the Dispute Resolution process.
- C. County shall be responsible for follow-up and initiating incident reports, via the automated ITS, for reports made off-line during non-Business Hours, verbally, via fax, telephone, etc.
- D. County's Project Manager shall be solely responsible for approval of services provided in response to incident reports/service requests.
- E. County shall be responsible for determining that an online ITS incident report/service request as been completed satisfactorily, and, the ITS service incident report shall remain open until the County's Project Manager or his/her designee close the ITS incident report/service request.

III. **CONTRACTOR RESPONSIBILITIES:**

- A. Contractor shall review the automated Incident Tracking System on a daily basis and respond to new entries and follow-up on unresolved ITS service requests.
- B. Contractor shall analyze each ITS request, determine measure(s) to be taken in response to each request, and notify County of the status (via Incident Tracking System) within 24-hours of the date the request was first initiated. This analysis shall be at no additional cost to County.

SYSTEM PERFORMANCE REQUIREMENTS**CLIENT MANAGEMENT SYSTEM****I. INTRODUCTION**

This System Performance Requirements Schedule (also in this Schedule D.2 "Schedule") specifies major components of the Client Management System that will be monitored by the County during the term of this Agreement. Section VI (System Performance Requirements Summary) at the end of this Schedule D.2 defines the standard level of performance, the minimum acceptable performance level after which performance will be deemed Deficient, and the Deficient performance indicator that may be assessed if the performance is not provided in a satisfactory manner.

The County expects a high standard of performance for the required services. The County will work with the Contractor to resolve any areas of deficiency brought to the attention of the County by Contractor before the allowable deviation from the minimum acceptable performance level occurs. However, Contractor is expected to comply with all terms of this Agreement, not just the specific performance requirements set forth herein.

II. RESPONSE TIME

Response Time means the elapsed time from the prompt entry at the workstation connected to the System, until the time the workstation fully displays the complete response. Response Time measurement begins upon completion of Subtask 9.2 (Conduct System Cutover to Production Use) of Exhibit A (Statement of Work).

A. General:

1. County shall notify Contractor of the location of the System Hardware, which shall include Existing County Hardware, Additional County Hardware, and Peripheral Hardware, encompasses several servers, supporting the System and Application Software. The System Hardware shall be located in one area over the term of the Agreement. In addition, the System Hardware will be dedicated solely to the CMS System Software and such security and network software as is required by the County.
2. If County-required and installed Third Party Software, Third Party Service Packs or General County Software Requirements impact the Response Time or Transaction Processing Response Time, Contractor will not be liable for such degradation in the Response Times and no Downtime Credits will be assessed against Contractor. Contractor will work with the County to restore the Response Time or Transaction Processing Response Time to an acceptable level.
3. If Third Party Software recommended by Contractor, installed either by County or Contractor, impacts the Response Time or Transaction Processing Time, Contractor shall be responsible for such degradation and subject to

SYSTEM PERFORMANCE REQUIREMENTS

Downtime Credits pursuant to Exhibit D, Section III. D. (Downtime Credits – System Software Response Time).

4. If Third Party Software degrades performance so that Response Times become unacceptable, County shall report such performance as a Severity Level II Deficiency. Contractor will provide constant effort to diagnose the response time degradation and provide a recommendation for a temporary solution until the third party vendor provides a solution. Once the vendor provides a resolution, then, Contractor will utilize constant effort to test and implement the resolution in the Application Software.
5. If Contractor can prove that the degradation can be corrected by the purchase of new hardware, Contractor will make such recommendation to County. Contractor shall also guarantee its recommended hardware configuration. The County will purchase and pay for the hardware. If it is found that the new hardware does not resolve the degradation, Contractor will reimburse County for the purchase of recommended hardware.

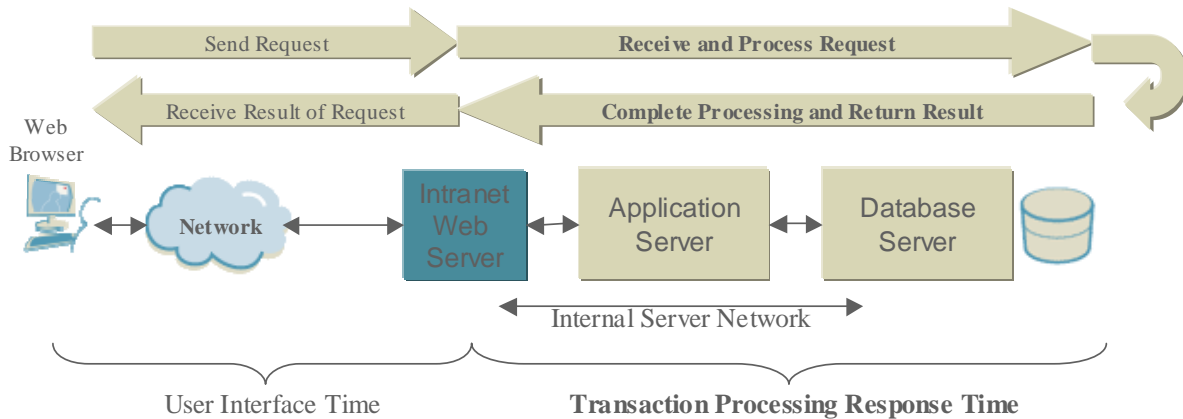
III. RESPONSE TIME MEASUREMENT

- A. Contractor shall provide County with response time measurement tools capable of directly making all measurements relevant to the response time performance levels set forth herein. Response Time shall be measured by a Contractor supplied program, and by clock, and shall be measured to the nearest one-tenth (1/10) of a second for each transaction.
- B. Transaction Processing Response Time Definition:
 1. Online Transaction Response Time shall be defined as the interval of time from when a user submits a transaction request to when the User receives the results to that request. Online Transaction Response Time is made up of two components: (1) the time spent on the user interface and data/network communication and (2) the time to process the request.
 2. The User Interface Time shall be defined as the time spent sending the request from the Web browser to the Intranet Web server and receiving the result of the request from the Intranet Web server back to the Web browser. User Interface Time includes any time spent on the user workstation and networks (e.g., network and communications hardware such as routers, firewalls, switches, transmission lines, and servers not installed within the CMS dedicated server network). This is all time spent outside of the CMS server environment. User Interface Time will be excluded from the Transaction Response Time measurement.
 3. Transaction Processing Response Time shall be defined as the time spent at the CMS server environment; from when a request is received by the Intranet Web server, processed by the CMS application and database servers, and sending the result to the Intranet Web server, ready to be sent back to the user. Transaction Processing Time includes any business requirement processing, calculations, user interface preparation, communication between

SYSTEM PERFORMANCE REQUIREMENTS

the web, application, and database servers (within the CMS dedicated server network), and database activity.

- C. The County recognizes that the User Interface Response Time is dictated by the processing capability of the User workstation and the networks connecting the User to the system servers and is excluded from the definition of System Response Time. Therefore, Contractor shall only guarantee "Transaction Processing Response Time," which is measured as the interval from the time the User request is received from the Intranet Web server until the time a response is sent back from the Intranet Web server (i.e., the time a System request spends at the server tiers represents the Transaction Processing Response Time).



IV. GENERAL PERFORMANCE REQUIREMENTS

A. Application Software Performance Requirements:

Contractor must ensure that the Application Software has the capability of simultaneously serving a minimum of 225 Users, including 18 remote site Users serving the Los Angeles County Public Administrator, Public Guardian, County Counsel, LAC/USCMC Mortuary, Coroner, and specific Department of Mental Health users.

- B. Contractor shall ensure that the System is available for use twenty-four (24) hours a day, seven (7) days a week, and is operating in accordance with the Specifications set forth in the Agreement. Unavailability of the System starts from the time the System or any module/function comprising the Application Software is not available and the problem is categorized as a Severity Level I Deficiency. When the problem is resolved, or if the problem is moved to a Severity Level II or Severity Level III Deficiency, the System is no longer considered unavailable.

1. Contractor shall ensure that one hundred percent (100%) of the total number of Users, on-line concurrently Monday through Friday 6:00 a.m. through 6:00

SYSTEM PERFORMANCE REQUIREMENTS

p.m., including Users in remote locations, have access to the Application Software within 3 seconds from the prompt entry at the workstation until the Application authenticates the User and User successfully logs in to the Application Software.

2. Contractor shall ensure that Users are able to upload or download data between a remote device and the server within five (5) seconds from the prompt entry until the data is successfully transferred to between the remote device and the server.
3. Contractor shall ensure that Users are able to access data entry screens at a remote site via wireless receipt and transmission within five (5) seconds from the prompt entry until the data entry screen is fully displayed on the User device at the remote site.
4. Contractor shall ensure that Users are able to electronically transfer information from remote Los Angeles County User departments within five (5) seconds from the prompt entry until the information is successfully transferred to the remote site.

B. Resolution Time Performance Requirement:

Contractor shall ensure that all Severity Level I, Severity Level II and Severity Level III Deficiencies are resolved within the Problem Resolution Timeframes set forth in Schedule D.3 (Correction of Deficiencies).

C. Transaction Processing Performance Requirements:

Contractor shall ensure that the Application Software will at minimum meet the County's Response Time requirements for transactional and report queries. The Transaction Response Time for requirement shall be the average time for the Application Software to complete a task as follows:

1. Screen to Screen: The total amount of time it takes to load a form after the prompt key is pressed at the User workstation until a completed response is displayed at the User workstation. Screen to screen transactions must have a Response Time of not more than one (1) second.
2. Check/Warrant Processing: The total amount of time for the Application to process a check/warrant for printing after the prompt key is pressed at the User workstation until the printer receives the print command. The total Response Time does not include the physical print. Check/Warrant Processing transactions must have a Response Time of not more than five (5) seconds.
3. Case Query: The total amount of time for the Application Software to conduct a query of the data base after the prompt key is pressed at the User workstation until a complete response is displayed at the User workstation. Case Query transactions must have a Response Time of not more than three (3) seconds.

SYSTEM PERFORMANCE REQUIREMENTS

4. Case Update: The total amount of time for the Application Software to locate a case file, from identifiers such as case name or number, after the prompt key is pressed at the User workstation until the complete case file is displayed at the User workstation. Case Update transactions must have a Response Time of not more than three (3) seconds.
5. General Accounting: The total amount of time for the Application Software to perform an automated calculation after the prompt key is pressed at the User workstation until a complete response is displayed at the User workstation. General Accounting (automated calculation) transactions must have a Response Time of not more than three (3) seconds.
6. Report Retrieval/Generation: The total amount of time for the Application Software to process a report for printing after the prompt key is pressed until the printer receives the print command. The total Response Time does not include physical printing. Reports containing 1 – 50 pages must have a Response Time of not more than five (5) seconds; 51 – 100 pages must have a Response Time of not more than ten (10) seconds; 100 or more pages not more than fifteen (15) seconds.

D. Disaster Recovery Performance Requirements:

The average time for the Contractor to complete the Disaster Recovery process shall be the total amount of time from the time the Contractor is notified that the System Hardware has been repaired or replaced, depending on the Severity Level of the disaster, until the Application Software is completely restored and available for use.

V. CORRECTIVE ACTION

- A. Contractor shall notify County of any failures or degradations in the Performance Levels immediately upon Contractor's becoming aware of any such failure or degradation (Performance Level Failure). Notwithstanding Contractor's obligation to continue to perform as required under the terms of this Agreement and County's remedies set forth in this Schedule D.2 and Schedule D.3 (Correction of Deficiencies), in the event of a Performance Level Failure, Contractor shall use a constant level of effort to determine the cause of the Performance Level Failure and to correct the problem as specified in Schedule D.3 (Correction of Deficiencies).

VI. SYSTEM PERFORMANCE REQUIREMENTS SUMMARY

Category of Service	Definition	Minimum Acceptance Service Level (ASL)	Method of Performance Measurement	Unsatisfactory Performance Indicator for Exceeding ASL
Application Availability	<p>The percentage of time that all functions/modules of the System are working in accordance with the Specifications and available for use by all Users.</p> <p>Unavailability starts from the time that the System, or function/module within the System, is not available and the problem is categorized as a Severity Level I Deficiency. When the problem is resolved, or if the problem is moved to Severity Level II or Severity Level III Deficiency, the System is no longer considered unavailable.</p>	98% 24 hours a day, 7 days a week, 365 days a year	Review of Incident Tracking Log.	<p>\$500 per day after 3 days without a workaround.</p> <p>\$500 per day after 20 days without a resolution</p>
Disaster Recovery	The average time for the Contractor to complete "Disaster Recovery" process. (The total amount of time from the time the Contractor is notified that the System Hardware has been repaired or replaced, until the System is completely restore and available for use.)	100 % within 8 hours of notification.	Review of Incident Tracking Log.	\$500 per day after 8 hours without availability of the System.

VI. SYSTEM PERFORMANCE REQUIREMENTS SUMMARY

Category of Service	Definition	Minimum Acceptance Service Level (ASL)	Method of Performance Measurement	Unsatisfactory Performance Indicator for Exceeding ASL
Application Response Time (On-line or Remote Access)	The average time for the Application to authenticate User (process/validate user identification, password information) until the User successfully accesses the CMS Application.	98% of the total number of users online concurrently, Monday – Friday from 6:00 a.m. to 6:00 p.m. within 3 seconds	Response Time Test/Monitoring Review of Incident Tracking Log.	\$500 per day after 10 days without a workaround. \$500 per day after 20 days without a resolution
Application Response Time (Remote Access)	The average time to transfer data from a remote handheld device to the Application Server.	95% of transfers completed within 5 seconds	Response Time Test/Monitoring Review of Incident Tracking Log.	\$500 per day after 10 days without a workaround. \$500 per day after 20 days without a resolution
Response Time for User Transactions	The average time for the System to complete “Screen to Screen” transactions. (The total amount of time it takes to load a form after the PROMPT key is pressed, including tab to tab navigation.)	100% completed within 1 second	Response Time Test/Monitoring Review of Incident Tracking Log.	\$300 per day for each day the System fails to achieve the performance level.
Response Time for User Transactions	The average time for the System to complete “Check/Warrant Processing” transactions. (The amount time to process a check/warrant for printing. Does not include the print.)	100% completed within 5 seconds	Response Time Test/Monitoring	\$300 per day for each day the System fails to achieve the performance level.

VI. SYSTEM PERFORMANCE REQUIREMENTS SUMMARY

Category of Service	Definition	Minimum Acceptance Service Level (ASL)	Method of Performance Measurement	Unsatisfactory Performance Indicator for Exceeding ASL
Response Time for User Transactions	The average time for the System to complete "Report/Case Query" transactions. (The total amount of time it takes after the PROMPT key is pressed until the time the workstation fully displays the image of a complete response. The amount of time does not include printing.)	100% completed with 3 seconds	Response Time Test/Monitoring	\$300 per day for each day the System fails to achieve the performance level.
Response Time for User Transactions	The average time for the System to complete "Case Update" transactions. (The total amount of time it takes after the PROMPT key is pressed until the time the workstation fully displays the Case Report. The amount of time does not include printing.)	100% completed within 3 seconds	Response Time Test/Monitoring	\$300 per day for each day the System fails to achieve the performance level.
Response Time for User Transactions	The average time for the System to complete "Accounting" transactions. (i.e., automated calculations such as interest calculation and posting, revolving fund processing, fee calculations, etc.)	100% completed within 3 seconds	Response Time Test/Monitoring	\$300 per day for each day the System fails to achieve the performance level.
Response Time for User Transactions	The average time for the System to generate a 1-50 page report. (The total amount of time beginning when the PROMPT key is pressed until the printer receives the prompt. Does not include the time to print the report.)	100% completed within 5 seconds	Response Time Test/Monitoring	\$300 per day for each day the System fails to achieve the performance level.

VI. SYSTEM PERFORMANCE REQUIREMENTS SUMMARY

Category of Service	Definition	Minimum Acceptance Service Level (ASL)	Method of Performance Measurement	Unsatisfactory Performance Indicator for Exceeding ASL
Response Time for User Transactions	The average time for the System to generate a 51-100 page report. (The total amount of time beginning when the PROMPT key is pressed until the printer receives the prompt. Does not include the time to print the report.)	100% completed within 10 seconds	Response Time Test/Monitoring	\$300 per day for each day the System fails to achieve the performance level.
Response Time for User Transactions	The average time for the System to generate a 100 or more page report. (The total amount of time beginning when the PROMPT key is pressed until the printer receives the prompt. Does not include the time to print the report.)	100% complete within 15 seconds	Response Time Test/Monitoring	\$300 per day for each day the System fails to achieve the performance level.

CORRECTION OF DEFICIENCIES

CLIENT MANAGEMENT SYSTEM

I. PROBLEM CORRECTION PRIORITY

County shall assign one of the following Severity Levels to each County incident report submitted to Contractor's Help Desk via Contractor's automated Incident Tracking System:

	Deficiency Severity Level I	Deficiency Severity Level II	Deficiency Severity Level III
Initial Response	< 1 hour	< 4 hours	< 24 hours
Problem Review	< 4 hours	< 2 business days	< 10 business days
Problem Resolution Action Plan	< 1 business day	< 5 business days	< 20 business days

County may require Contractor to maintain an automated tracking system which shall be used to record/log service and problem calls made by County to Contractor. The automated tracking system shall at a minimum include:

- Problem Identification Number
- Date/time problem reported
- Contact/person reporting problem
- Problem Description
- Resolution Description
- Severity Level
- Estimated fix date
- Resolution completed date
- Status of problem (Capita logged, Capita Assigned & Fixing, Ready for LA Testing, Approved by LA or Closed)

Maintenance Exclusions:

Product enhancements are not included under maintenance, and can be delivered under a separate work order assignment approved by LA County Probation and the Contractor.

Updates of new versions of third party software are excluded.

Hardware, network, and system software (i.e. oracle, windows, middleware) issues.

Incompatibility with newer versions of browsers are excluded, because Contractor has no control over browser features (third party)

Changes to systems that PCMS interfaces with are excluded.

CORRECTION OF DEFICIENCIES

II. Severity Levels

a. Defined

Deficiencies shall be divided into 3 Severity Levels for the purpose of specifying Contractor's expected Response and Resolution Times, as well assessing any credits due to County for failure by Contractor to meet such Response and Resolution Times.

- i.* **Severity Level I - Critical Business Impact** Probation Department, regardless of the application environment or product usage, has complete loss of the total application use, for which no work around exists and all County employee's work cannot reasonably continue. Severity 1 issues are system wide problems. An example of a Severity Level I issue is a complete system crash caused by the software.
- ii.* **Severity Level II - Serious Business Impact** Probation Department, regardless of the application environment or product usage, is experiencing significant or degraded loss of service from the application. An example of a Severity Level II issue would be a major product flaw with a work around. The application may be running, but the problem is isolated to specific function or location. The issue must be a deviation in the application, from the agreed to product specifications, and the acceptance tests.
- iii.* **Severity Level III - Minor Business Impact** Probation Department, regardless of the application environment or product usage, has experienced a minor loss of service. A minor product flaw with a work around represents this type of issue. The specific screen or function may have been restored to the system with operator intervention. The issue must be a deviation in the application, from the agreed to product specifications, and the acceptance tests.

III. PROBLEM ESCALATION PROCESS/RESOLUTION TIMES

- | | |
|----------------------------|---|
| Severity Level I: | one hour after initial call, escalated to Chief Technical Officer
if no resolution with 4 hours after initial call, escalated to Managing Director |
| Severity Level II: | 4 hours after initial call, escalated to Chief Technical Officer
8 hours after initial call, escalated to Managing Director |
| Severity Level III: | 24 hours after initial call, escalated to Chief Technical Officer
48 hours after initial call, escalated to Managing Director |

EXHIBIT E**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT,
CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**

PROJECT NAME _____

CONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER _____

GENERAL INFORMATION

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services to the County of Los Angeles ("County"). The County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement.

EMPLOYEE STATUS ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

CONFIDENTIALITY AGREEMENT

My work may be concerned with services provided by the County, and therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with the County. The County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand I must sign this agreement to

PROBATION CASE MANAGEMENT SYSTEM AGREEMENT

be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.

I agree not to disclose to nor reproduce for the benefit of any unauthorized person, any data or information obtained while performing work under the above-referenced Contract between my employer and the County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

SIGNED: _____ DATE: ____/____/____

PRINTED: _____ POSITION: _____

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents,

trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Contract.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: _____ DATE: ____/____/____

PRINTED: _____ POSITION: _____

Contractor's EEO Certification

Contractor's Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with Subchapter VII of the *Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, and the *Americans with Disabilities Act of 1990*, CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION
(check one)

- | | | | |
|----|--|--------------------------|--------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |

Name and title of signer

Signature

Date

PROBATION CASE MANAGEMENT SYSTEM AGREEMENT

EXHIBIT G
REQUIRED SUBCONTRACT PROVISIONS

SUBCONTRACT AGREEMENT

BY AND BETWEEN

AND

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

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EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

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EXHIBITS

- Exhibit 1 - Statement of Work
- Exhibit 2 - Additional Terms and Conditions
- Exhibit 3 - Subcontractor Employee Acknowledgment, Confidentiality and Assignment Agreement
- Exhibit 4 - Subcontractor's EEO Certification

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (hereafter "Agreement") is made and entered into this _____ day of _____, 20____, by and between _____, located at _____ (hereafter "Contractor"), and _____, located at _____ (hereafter "Subcontractor").

WHEREAS, Contractor has entered into an Agreement for Client Management System dated _____ (hereafter "Prime Agreement") with the County of Los Angeles, State of California (hereafter "County") for the purpose of _____; and

WHEREAS, in order to fulfill all of its obligations to County under the Prime Agreement, Contractor desires to engage Subcontractor to perform work in the area(s) of _____; and

WHEREAS, Subcontractor desires to perform such work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, Contractor and Subcontractor agree as follows:

1. APPLICABLE DOCUMENTS

1.1 Interpretation

Exhibits 1, 2, 3 and 4 are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the Prime Agreement and the body of this Agreement and the Exhibits thereto, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Agreement and then to the Exhibits according to the following priority:

1. The body of this Agreement
2. Exhibit 1 - Statement of Work
3. Exhibit 2 - Additional Terms and Conditions
4. Exhibit 3 - Subcontractor Employee Acknowledgment, Confidentiality and Assignment Agreement
5. Exhibit 4 - Subcontractor's EEO Certification

1.2 Entire Agreement

The body of this Agreement, and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all communications between the parties relating to the

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

subject matter of this Agreement.

1.3 Definitions

Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings as set forth in the Prime Agreement.

2. PRIME AGREEMENT

Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Agreement and each and all of the provisions of the Prime Agreement and any Amendments thereto shall extend to and be binding upon the parties to this Agreement.

3. WORK

Pursuant to the provisions of this Agreement, Subcontractor shall fully provide, complete and deliver on time all the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit 1 (Statement of Work). Time is of the essence of Subcontractor's performance hereunder.

4. PERSONNEL

- 4.1 All Subcontractor personnel performing work under this Agreement shall be subject to the prior and continuing approval of Contractor and County. If at any time during the term of this Agreement, any Subcontractor personnel is not approved by Contractor or County, then Subcontractor shall, immediately upon receipt of written or oral notice from Contractor or County, replace such personnel with substitute qualified personnel or take such other action as requested by Contractor or County.
- 4.2 If at any time during the term of this Agreement, any Subcontractor personnel ceases performance for any reason, including, but not limited to, resignation or termination, then Subcontractor shall, within five (5) working days, replace such personnel with substitute qualified personnel.
- 4.3 Subcontractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. Contractor and County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation benefits, or taxes, for any personnel provided by or on behalf of Subcontractor.
- 4.4 Subcontractor understands and agrees that all persons performing work under this Agreement are, for purposes of workers' compensation liability, the sole employees of Subcontractor and not employees of Contractor or County. Subcontractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

Subcontractor pursuant to this Agreement.

- 4.5 Subcontractor shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit 3) for each of its employees performing work under this Agreement. Such agreements shall be delivered to County's Project Director, _____, on or immediately after the effective date of this Agreement but in no event later than the date any such employee first performs work under this Agreement.

5. COMPENSATION

All compensation to Subcontractor under this Agreement shall be paid by Contractor and shall be as set forth in Exhibit 2 (Additional Terms and Conditions). Contractor shall be solely liable and responsible for any and all payments and other compensation to Subcontractor and its officers, employees and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for Subcontractor or its officers, employees and agents. Without limitation of the foregoing, Subcontractor disclaims any right to seek any payment from County for any and all compensation or recovery of any of its costs, or to assert any lien against County, its assets or rights in the System or any element thereof, on account thereof.

6. TERM

The term of this Agreement shall commence on _____ and shall continue through _____ unless sooner terminated, in whole or in part, as provided in this Agreement.

7. TERMINATION

Contractor shall have the right to terminate this Agreement, in whole or in part, at any time by giving written notice to Subcontractor when such action is deemed by Contractor to be in its best interest. This Agreement shall also terminate, in whole or in part, upon receipt by Contractor of written notice from County that County no longer approves the continuation of the whole or any part of this Agreement.

8. THIRD PARTY BENEFICIARY

Contractor and Subcontractor understand and agree that this Agreement is entered into for the benefit of County and that County is hereby expressly made a third party beneficiary of this Agreement.

9. AMENDMENTS

The provisions of the body of this Agreement and the Exhibits thereto shall not be changed in any way by Contractor or Subcontractor without the prior written consent of County, and any unapproved change shall be null and void. No changes to the body of this Agreement or the Exhibits thereto shall be valid and effective unless made in the

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

form of a written Amendment which is approved in writing by County and which is formally executed by authorized officials of Contractor and Subcontractor.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

This Agreement, or any interest therein, including, but not limited to, any claim for monies due or to become due with respect thereto, shall not be assigned or delegated, or both, by Contractor or Subcontractor, and any assignment or delegation shall be null and void, except that in the event of termination of the Prime Agreement, Contractor has the right to assign this Agreement to County.

11. PROHIBITION AGAINST SUBCONTRACTING

No performance of this Agreement, or any part thereof, shall be subcontracted by Subcontractor, and any subcontract shall be null and void.

12. INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

12.1 Indemnification

Contractor and Subcontractor agree to indemnify, defend, and hold harmless each other, their officers, employees and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Contractor's or Subcontractor's operations or their services, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of either party).

12.2 Insurance

Without limiting either party's indemnification of the other and during the term of this Agreement, Contractor and Subcontractor shall each provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to County and shall be primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage shall be delivered to County's Project Director, _____, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

12.2.1 Liability

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above required occurrence limit.
 - b. If written on a claims made form, Contractor and Subcontractor shall continue to name County as an additional insured or provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.
2. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence.

12.2.2 Workers' Compensation

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a One Million Dollar (\$1,000,000) limit, covering all persons who provide services for Contractor and Subcontractor.

12.3 Performance Bond

Prior to the effective date of this Agreement, Subcontractor shall furnish to County a performance bond in the sum of not less than twenty-five percent (25%) of the total compensation due to Subcontractor under this Agreement payable to the County of Los Angeles and Contractor and executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon faithful performance by Subcontractor of the terms and conditions of the Agreement and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At its sole option, County may accept Certificates of Deposit, Cash Deposits or United States Government Securities in lieu of commercial bonds to meet this provision. Such alternative performance bonds shall be made payable to County of Los Angeles and Contractor and shall be deposited with County's Auditor-Controller.

12.4 Failure to Procure or Maintain Insurance and Performance Bond

Failure on the part of Subcontractor to procure or maintain the required insurance and performance bond shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Paragraph 7 (Termination).

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

13. RECORDS AND AUDITS

- 13.1 Subcontractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Subcontractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Subcontractor agrees that County, or its duly authorized representatives, shall have access to, and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by Subcontractor and shall be made available to Contractor and County during the term of this Agreement and for a period of five (5) years thereafter unless written permission of both Contractor and County is given to dispose of any such material prior to such time. All such material shall be maintained by Subcontractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subcontractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.
- 13.2 In the event that an audit is conducted of Subcontractor specifically regarding this Agreement by any Federal or State auditor or by any auditor or accountant employed by Subcontractor or otherwise, then Subcontractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Subcontractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 13.3 Failure on the part of Subcontractor to comply with the provisions of this Paragraph 13 shall constitute a material breach of this Agreement upon which Contractor may immediately terminate or suspend this Agreement.

14. PROPRIETARY CONSIDERATIONS AND CONFIDENTIALITY

- 14.1 Contractor and Subcontractor agree that all materials, data, and information developed under this Agreement shall become the sole property of County, and Subcontractor hereby assigns and transfers to County all Subcontractor's right, title and interest in and to all such materials, data, and information, provided that Subcontractor may retain possession of all working papers prepared by Subcontractor. During and subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.
- 14.2 Whenever requested by County, Subcontractor shall: (1) promptly execute and deliver to County all papers, instruments and other documents requested by County to reflect Subcontractor's assignment and transfer to County of all Subcontractor's right, title and interest in and to the items described in this Paragraph 14; and (2) promptly perform all other acts necessary to carry out the terms of this Agreement.

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

- 14.3 Contractor and Subcontractor shall protect the security of, and keep confidential, all materials, data and information received or produced under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

Subcontractor shall indemnify, defend and hold harmless Contractor and County from and against any and all claims, liability, damages, costs and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any United States patent, copyright, or any actual or alleged trade secret disclosure or misappropriation arising from or related to the operation and utilization of Subcontractor's work under this Agreement.

16. WARRANTIES

- 16.1 Subcontractor represents, warrants, covenants, and agrees that Subcontractor shall promptly correct any and all defects, errors or omissions in the tasks, subtasks, deliverables, goods, services and other work provided pursuant to this Agreement in order to conform and comply with all specifications, requirements, standards, and representations set forth in this Agreement. The correction of any such defects, errors or omissions shall be at no cost to Contractor or County.

- 16.2 Subcontractor further represents, warrants, covenants and agrees that:

- A. Subcontractor shall strictly comply with the specifications, requirements, standards and representations set forth in this Agreement.
- B. All tasks, subtasks, deliverables, goods, services and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.
- C. Any software or data analysis used by Subcontractor shall be available to Contractor and County during the term of this Agreement and for a period of five (5) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of Subcontractor and related to this Agreement;
- D. All tasks, subtasks, deliverables, goods, services and other work shall be completed in accordance with this Agreement, the Prime Agreement, industry standards and hardware manufacturers' specifications.
- E. All hardware and software provided under this Agreement shall perform according to the requirements as set forth in Exhibit 1 (Statement of Work).
- F. All documentation developed under this Agreement shall be uniform in appearance.
- G. Subcontractor shall not intentionally introduce into the System Software or any

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

County system any disabling code, "worm" or other device which would or could have effect of compromising the security of County's confidential information or hampering, interfering with or otherwise adversely affecting County's operations or County's use of the System at any County facility.

H. Subcontractor shall use its best efforts to prevent viruses from being incorporated or introduced into the System.

I. Any and all software and hardware provided under this Agreement will accurately determine chronological dates and accurately perform all calculations, data manipulations, sorting and transmission of date data regardless of whether the date data represents or references different centuries.

17. COMPLIANCE WITH APPLICABLE LAW

17.1 Subcontractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

17.2 Subcontractor shall indemnify, defend and hold harmless Contractor and County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation on the part of Subcontractor, its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances or directives.

18. FAIR LABOR STANDARDS

Subcontractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless Contractor and County, their officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees, arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Subcontractor's employees for which Contractor or County may be found jointly or solely liable.

19. RESTRICTIONS ON LOBBYING

19.1 Federal Funds Projects

If any Federal funds are to be used to pay for any of Subcontractor's work under this Agreement, Subcontractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

19.2 All Projects

Subcontractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Subcontractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Subcontractor or any County lobbyist or County lobbying firm retained by Subcontractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

20. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 20.1 Subcontractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 20.2 Subcontractor shall certify to, and comply with, the provisions of Exhibit 4 (Subcontractor's EEO Certification).
- 20.3 Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.4 Subcontractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age or physical or mental handicap.
- 20.5 Subcontractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, will comply with all applicable Federal and State laws and regulations, including, but not limited to:
- i. Title VII, Civil Rights Act of 1964;
 - ii. Section 504, Rehabilitation Act of 1973;
 - iii. Age Discrimination Act of 1975;
 - iv. Title IX, Education Amendments of 1973, as applicable; and
 - v. Title 43, Part 17, Code of Federal Regulations, Subparts A and B;

and that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

- 20.6 Subcontractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 20 when so requested by County.
- 20.7 If County finds that any of the provisions of this Paragraph 20 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Subcontractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Subcontractor has violated the anti-discrimination provisions of this Agreement.
- 20.8 The parties agree that in the event Subcontractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

21. EMPLOYMENT ELIGIBILITY VERIFICATION

Subcontractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth by Federal and State statutes and regulations. Subcontractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor shall retain all such documentation for the period prescribed by law. Subcontractor shall indemnify, defend and hold harmless Contractor and County, their officers and employees, from and against any employer sanctions and any other liability which may be assessed against Subcontractor, Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

22. SUBCONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

Subcontractor recognizes that the health facilities maintained by County provide services essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Subcontractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Subcontractor's employees and suppliers. During any such event in which the health or safety of any Subcontractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

services remotely.

23. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

24. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 24 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Without limiting the foregoing, Contractor and Subcontractor intend that this Agreement shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies thereunder. Contractor and Subcontractor agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

26. SEVERABILITY

If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted therefrom and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

27. AUTHORIZATION WARRANTY

Subcontractor represents and warrants that the person executing this Agreement for Subcontractor is an authorized agent who has actual authority to bind Subcontractor to each and every term, condition, and obligation of this Agreement and that all requirements of Subcontractor have been fulfilled to provide such actual authority.

28. NOTICES

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties, with a copy in all cases to County, at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first-class registered or certified mail, postage prepaid; or (iii) by overnight courier. Notices or demands shall be deemed given: (i) at the time of signed receipt in the case of hand delivery; (ii) three (3) days after deposit in the United States mail as set forth above; or (iii) on the date of delivery by the overnight courier. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

A. If to Contractor:

With a copy to County, addressed as follows:

Project Director
Department of _____

B. If to Subcontractor:

With a copy to County, addressed as follows:

Project Director
Department of _____

29. TERMINATION FOR IMPROPER CONSIDERATION

County may, by written notice to Subcontractor, immediately terminate the right of Subcontractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Subcontractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determination with respect to Subcontractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Subcontractor as it could pursue in the event of default of Contractor or Subcontractor.

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

Subcontractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

30. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Subcontractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Subcontractor's compliance with all Agreement terms and performance standards. Subcontractor deficiencies which County determines are severe or continuing and that may place performance of the Prime Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by County, Contractor and Subcontractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in the Prime Agreement.

31. SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Subcontractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Subcontractor's duty under this Agreement to comply with all applicable provisions of law, Subcontractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

32. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Subcontractor to maintain compliance with the requirements set forth in Paragraph 31 (Subcontractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Subcontractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 7 (Termination) and pursue debarment of Subcontractor in accordance with the County Code.

33. SUBCONTRACTOR'S OBLIGATIONS UNDER HIPAA

Subcontractor shall comply with the provisions mandated by HIPAA as a Business Associate of County. Upon execution of this Agreement, but no later than commencing performance of work hereunder, Subcontractor shall execute the Business Associate Agreement attached as Exhibit I (Business Associate Protected Health Information Disclosure Agreement) to the Prime Agreement. Should County amend the Business Associate Agreement as is necessary to comply with the requirements of the Privacy and/or Security Regulations (as such terms are defined in the Business Associate Agreement), County and Subcontractor shall execute an amended Business Associate Agreement immediately thereafter.

34. CONFIDENTIALITY

Subcontractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient or inmate records and information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Subcontractor shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

With respect to any identifiable records or information concerning any patient or inmate that is obtained by Subcontractor or any other records or information, Subcontractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Subcontractor by County for this purpose.

35. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Subcontractor require additional or replacement personnel after the effective date of this Agreement, Subcontractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Subcontractor's minimum qualifications for the open

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

position. County will refer GAIN/GROW participants by job category to Subcontractor.

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Subcontractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

37. SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT

37.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

37.2 Subcontractor is hereby notified that this Agreement is a contract subject to Chapter 2.202 of the Los Angeles County Code, as may be amended during the term of this Agreement.

38. COMPLIANCE WITH JURY SERVICE PROGRAM

38.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service Program (hereafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereafter "County Code").

38.2 Written Employee Jury Service Policy

38.2.1 Unless contractor has demonstrated to the County's satisfaction either that contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), contractor shall have and adhere to a written policy that provides that its Employees shall receive from contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees (as defined in Paragraph 38.2.2 below) deposit any fees received for such jury service with contractor or that contractor deduct from the Employee's regular pay the fees received for jury service.

38.2.2 For purposes of this Paragraph 38, "contractor" means a person, partnership, corporation or other entity which has an Agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of contractor. "Full time" means forty (40) hours or

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 38. The provisions of this Paragraph 38 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

38.2.3 If contractor is not required to comply with the Jury Service Program when the Agreement commences, contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and contractor shall immediately notify County if contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if contractor no longer qualifies for an exception to the Program. In either event, contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that contractor demonstrate to County's satisfaction that contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that contractor continues to qualify for an exception to the Program.

38.2.4 Contractor's violation of this Paragraph 38 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

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EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

**SUBCONTRACT AGREEMENT TO
COUNTY AGREEMENT FOR CLIENT MANAGEMENT SYSTEM**

IN WITNESS WHEREOF, Contractor and Subcontractor have caused this Agreement to be subscribed by their duly authorized officers on the day, month and year first above written.

CONTRACTOR

SUBCONTRACTOR

[Name of Contractor]

[Name of Subcontractor]

By _____
Name:
Title:

By _____
Name:
Title:

EXHIBIT 1
STATEMENT OF WORK
[TO BE DEVELOPED BY CONTRACTOR AND SUBCONTRACTOR]

EXHIBIT 2
ADDITIONAL TERMS AND CONDITIONS
[TO BE DEVELOPED BY CONTRACTOR AND SUBCONTRACTOR]

EXHIBIT 3
SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY
AND ASSIGNMENT AGREEMENT

[EXECUTE EXHIBIT E (CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT) TO THE PRIME AGREEMENT FOR EACH SUBCONTRACTOR EMPLOYEE]

EXHIBIT G – SAMPLE SUBCONTRACTOR AGREEMENT

EXHIBIT 4 SUBCONTRACTOR'S EEO CERTIFICATION

Subcontractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Paragraph 4.32.010 of the Code of the County of Los Angeles, the above-referenced Subcontractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S CERTIFICATION

- | | | | |
|----|---|--------------------------|--------------------------|
| 1. | The Subcontractor has a written policy statement prohibiting discrimination in all phases of employment. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | The Subcontractor periodically conducts a self analysis or utilization analysis of its work force. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | The Subcontractor has a system for determining if its employment practices are discriminatory against protected groups. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Subcontractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | YES | NO |
| | | <input type="checkbox"/> | <input type="checkbox"/> |

Name and title of signer

Signature

Date

PROBATION CASE MANAGEMENT SYSTEM AGREEMENT

EXHIBIT H

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

***BUSINESS ASSOCIATE
PROTECT HEALTH INFORMATION DISCLOSURE AGREEMENT***

_____, Business Associate

This Business Associate Protected Health Information Disclosure Agreement (“Agreement”) is entered into effective this _____ day of _____, 2005 (“Effective Date”) by and between the County of Los Angeles (“Covered Entity” or “County”) and Capita Technologies Corporation, a Delaware corporation (“Business Associate” or “Contractor”).

RECITALS

WHEREAS, the parties have executed a Client Management System Agreement (“Services Agreement”), whereby Business Associate provides Services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulations”) and the Health Insurance Reform: Security Standards (the “Security Regulations”) at 45 Code of Federal Regulations Parts 160 and 164 (“Privacy Regulations”) (together, the “Privacy and Security Regulations”);

WHEREAS, the Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.

1.2 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. §160.103. Electronic Media means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet

EXHIBIT I – BUSINESS ASSOCIATES AGREEMENT

(using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data at rest (that is, in storage) as well as during transmission.

1.3 "Electronic Protected health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; or (ii) maintained in Electronic Media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification or destruction of information in, or interference with system operations of, an information system which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an information system when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the information system.

1.8 "Services" the work performed under the Services Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment,

application, utilization, examination or analysis of such Information within Business Associate's internal operations.

Terms used, but not otherwise defined, in this Agreement and the Services Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information.

(a) Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy and Security Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the applicable Department Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief

EXHIBIT I – BUSINESS ASSOCIATES AGREEMENT

Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures. However, Business Associate is not required to provide accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to Disclosures that were made in the six (6) years prior to the request (not including Disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this Section 4.3, upon termination for any reason or expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected

EXHIBIT I – BUSINESS ASSOCIATES AGREEMENT

Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT I – BUSINESS ASSOCIATES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

CAPITA TECHNOLOGIES CORPORATION:

COUNTY OF LOS ANGELES:

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

SAFELY SURRENDERED BABY LAW

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CIO ANALYSIS

**APPROVAL OF A CONTRACT WITH CAPITA TECHNOLOGIES, INC. TO PROVIDE
SYSTEM INTERFACE AND DATA CONVERSION AND PROGRAMMING SERVICES FOR
THE PROBATION DEPARTMENT
(3 VOTES ALL SUPERVISORIAL DISTRICTS)**

CIO RECOMMENDATION: ☒ **APPROVE** ☐ **APPROVE WITH MODIFICATION**
 ☐ **DISAPPROVE**

Contract Type:

☒ **New Contract** ☐ **Contract Amendment** ☐ **Contract Extension**
☐ **Sole Source Contract**

New/Revised Contract Term: **Base Term:** 30 Months **# of Option Months** 12

Contract Components:

☐ **Software** ☐ **Hardware** ☐ **Telecommunications**
☒ **Professional Services**

Project Executive Sponsor: Paul Higa, Probation

Budget Information :

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$4,159,219
Aggregate Contract Amount	\$4,159,219

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The new system supports the County's Strategic Plan Goal 3: Organizational Effectiveness.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The project complies with IT Directions document by utilizing enterprise solutions to meet departmental needs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The project is aligned with the County's preferred technology architecture by utilizing an Oracle database, Java programming language and a Web-based architecture.

Project/Contract Description:

The Probation Department is seeking your Board's approval to execute an 18-month professional services contract with Capita Technologies, Inc. (Contractor) to complete the development of a juvenile probation case management system at a not to exceed cost of \$2,966,016. The contract also includes an additional \$593,203 in contingency for additional development services and \$600,000 for maintenance services for 12 months upon the deployment of the system.

The Probation Department has budgeted funds in its 2005-06 budget for this project.

Background:

The Probation Department has developed a plan to build an integrated information systems environment to streamline its systems and improve information sharing and management. The core objectives of this plan are to provide accurate, timely, and complete information to Probation staff using a single Web-based portal, comply with existing funding requirements, conduct research, acquire grants, assess cost effectiveness of programs, and to ensure program compliance and quality control. The Department is implementing this plan in phases to minimize the risk of failure and maximize the return on their significant investment in legacy systems.

The planned Probation Caseload Management System (PCMS) will ultimately provide an enterprise-wide automated caseload management and tracking system for the adults and juveniles associated with Probation, including Investigation, Supervision, Pretrial Services, Juvenile Halls and Residential Treatment Facilities. The system will provide application integration with the Department's Enterprise Document Management and Workflow System (PEDMS) as well. The system will consist of five application components:

1. Enterprise-wide portal architecture and centralized registry;
2. Juvenile institutions functionality;
3. Juvenile community probation case management functionality;
4. Adult probation case management functionality;
5. Centralized document repository and electronic court report delivery.

The first component provides an enterprise-wide registry of individuals populated via an interface from Probation's existing database systems, using the Information Systems Advisory Body (ISAB) criminal justice systems interface product, Cloverleaf/Quovadx. The second component includes the development of Juvenile institutions functionality, which includes the tracking and management of minors in Juvenile Halls and Camps. The third component covers case assessment, planning and management, investigation, and supervision of Probation minors in the community. The fourth module includes Adult probation (investigation and supervision) field and pretrial functionality. The fifth component provides integration with the existing Probation's Enterprise Document Management System (PEDMS).

Project Justification/Benefits:

The development of a juvenile case management system is a major undertaking for the Department. The Department went through a critical examination of its existing case assessment, planning and management practices and took measures to streamline and improve its operations and the supporting systems. The Department began the implementation of PCMS in phases. Using ITSSMA (Information Technology Support Services Master Agreement), a Work Order was issued in 2003 for competitive bidding and Capita Technologies was selected to develop the first two components of PCMS.

The development of the enterprise-wide portal architecture and centralized registry and the Juvenile Institutions module was completed by Capita in May 2005. The Department believes that it is more cost effective to grant a sole source contract to Capita to also develop the Juvenile community probation case management module. The development of the Adult Case Management module will be competitively bid in 2007.

Project Metrics

The Contractor is responsible for the development, testing, and deployment support of the system. The Statement of Work (SOW) delineates specific deliverables for the completion of the project.

Impact If Proposal Is Not Approved

The short term impact of not approving the contract is a delay in the development and implementation of the new juvenile probation system. Since the Department is implementing a "Risk and Resiliency"-based case planning and management model to improve its operations, any delays in the implementation of PCMS would also delay the effective implementation of this critical business process improvement.

Alternatives Considered:

The Department has evaluated alternative courses of action for the development of this component of its PCMS strategy and believes that a sole source approach is the most prudent option. Capita Technologies has acquired a great deal of knowledge about the Department's needs and general operations. Switching to another provider for subsequent portions of the juvenile operation project development would represent considerable additional cost to the Department and would cause (unnecessary) delays on this critical project.

The reasons for this sole source decision include:

1. Capita Technologies was selected through an ITSSMA competitive bid process. The new contract will be a fixed price commitment by Capita to complete the third module. The fixed price amount offered by Capita is based on the amount of work identified in a detailed business requirements and system design document and an hourly rate of \$96. This rate is very competitive for the type of skills needed to develop PCMS. This includes database design using Oracle 10g and Web-based application development using the Java programming language and related technologies.

2. The contractor already has extensive experience with the Department's business requirements, the technology architecture of PCMS, and the development environment. The initiation of a new RFP or ITSSMA Work Order would not only delay the completion of the system but also add significant costs due to the unavoidable learning curve of a new contractor continuing the development.
3. There are immediate opportunities to market PCMS to other counties in the state. A number of other California probation departments are interested in licensing PCMS. This could generate new revenues for the Department and allow it to recuperate the financial investment made in PCMS.

Project Risks:

Risks for the PCMS Project are minimal due to the use of industry standard technologies and a fixed priced, deliverable-based project structure. The only risk exposure for the project is related to changes to the scope of the project which is under the Department's control.

Risk Mitigation Measures:

The contract is fixed priced and deliverable based. The Contractor will be paid only upon successful completion and acceptance of the modules.

Financial Analysis:

The total cost for the PCMS project is \$2,599,776 and is comprised of the following:

Design Specifications	\$132,000
Screens	1,063,680
Reports	\$822,816
Data Conversion	189,504
System Interfaces	428,928
Test Plan	\$180,096
Deployment	\$137,472
Train-the-Trainer	\$11,520
Pool Dollars	\$593,203
1 st Year Maintenance	\$600,000
Total	\$4,159,219

CIO Concerns:

None

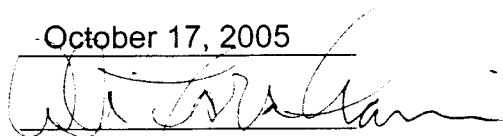
CIO Recommendations:

My office recommends the approval of the proposed agreement by the Board.

CIO APPROVAL

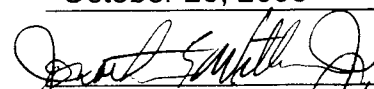
Date Received: October 17, 2005

Prepared by:



Date: October 26, 2005

Approved:



Date:

October 26, 2005

CIO ANALYSIS

APPROVAL OF A CONTRACT WITH CAPITA TECHNOLOGIES, INC. TO PROVIDE SYSTEM INTERFACE AND DATA CONVERSION AND PROGRAMMING SERVICES FOR THE PROBATION DEPARTMENT (3 VOTES ALL SUPERVISORIAL DISTRICTS)

Revised

CIO RECOMMENDATION: ☒ **APPROVE** ☐ **APPROVE WITH MODIFICATION**
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<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).
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Project/Contract Description:

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3. Juvenile community probation case management functionality;
4. Adult probation case management functionality;
5. Centralized document repository and electronic court report delivery.

The first component provides an enterprise-wide registry of individuals populated via an interface from Probation's existing database systems, using the Information Systems Advisory Body (ISAB) criminal justice systems interface product, Cloverleaf/Quovadx. The second component includes the development of Juvenile institutions functionality, which includes the tracking and management of minors in Juvenile Halls and Camps. The third component covers case assessment, planning and management, investigation, and supervision of Probation minors in the community. The fourth module includes Adult probation (investigation and supervision) field and pretrial functionality. The fifth component provides integration with the existing Probation's Enterprise Document Management System (PEDMS).

Project Justification/Benefits:

The development of a juvenile case management system is a major undertaking for the Department. The Department went through a critical examination of its existing case assessment, planning and management practices and took measures to streamline and improve its operations and the supporting systems. The Department began the implementation of PCMS in phases. Using ITSSMA (Information Technology Support Services Master Agreement), a Work Order was issued in 2003 for competitive bidding and Capita Technologies was selected to develop the first two components of PCMS.

The development of the enterprise-wide portal architecture and centralized registry and the Juvenile Institutions module was completed by Capita in May 2005. The Department believes that it is more cost effective to grant a sole source contract to Capita to also develop the Juvenile community probation case management module. The development of the Adult Case Management module will be competitively bid in 2007.

Project Metrics

The Contractor is responsible for the development, testing, and deployment support of the system. The Statement of Work (SOW) delineates specific deliverables for the completion of the project.

Impact If Proposal Is Not Approved

The short term impact of not approving the contract is a delay in the development and implementation of the new juvenile probation system. Since the Department is implementing a "Risk and Resiliency"-based case planning and management model to improve its operations, any delays in the implementation of PCMS would also delay the effective implementation of this critical business process improvement.

Alternatives Considered:

The Department has evaluated alternative courses of action for the development of this component of its PCMS strategy and believes that a sole source approach is the most prudent option. Capita Technologies has acquired a great deal of knowledge about the Department's needs and general operations. Switching to another provider for subsequent portions of the juvenile operation project development would represent considerable additional cost to the Department and would cause (unnecessary) delays on this critical project.

The reasons for this sole source decision include:

1. Capita Technologies was selected through an ITSSMA competitive bid process. The new contract will be a fixed price commitment by Capita to complete the third module. The fixed price amount offered by Capita is based on the amount of work identified in a detailed business requirements and system design document and an hourly rate of \$96. This rate is very competitive for the type of skills needed to develop PCMS. This includes database design using Oracle 10g and Web-based application development using the Java programming language and related technologies.

2. The contractor already has extensive experience with the Department's business requirements, the technology architecture of PCMS, and the development environment. The initiation of a new RFP or ITSSMA Work Order would not only delay the completion of the system but also add significant costs due to the unavoidable learning curve of a new contractor continuing the development.
3. There are immediate opportunities to market PCMS to other counties in the state. A number of other California probation departments are interested in licensing PCMS. This could generate new revenues for the Department and allow it to recuperate the financial investment made in PCMS.

Project Risks:

Risks for the PCMS Project are minimal due to the use of industry standard technologies and a fixed priced, deliverable-based project structure. The only risk exposure for the project is related to changes to the scope of the project which is under the Department's control.

Risk Mitigation Measures:

The contract is fixed priced and deliverable based. The Contractor will be paid only upon successful completion and acceptance of the modules. The Department has been advised that implementation of this system must be entered and tracked in the Information Technology Tracking System (ITTS).

Financial Analysis:

The total cost for the PCMS project is \$2,599,776 and is comprised of the following:

Design Specifications	\$132,000
Screens	1,063,680
Reports	\$822,816
Data Conversion	189,504
System Interfaces	428,928
Test Plan	\$180,096
Deployment	\$137,472
Train-the-Trainer	\$11,520
Pool Dollars	\$593,203
1 st Year Maintenance	\$600,000
Total	\$4,159,219

CIO Concerns:

None

CIO Recommendations:

My office recommends the approval of the proposed agreement by the Board.

CIO APPROVAL

Date Received: October 17, 2005

Prepared by: Ali Farahani

Date: November 7, 2005

Approved: Mark Smith

Date: November 7, 2005